

MODEL CONTRACT

CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

<AGENCY NAME>

FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and <AGENCY NAME>, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Application for Counseling and Parent Education Services in 2023;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of individual, conjoint, family, and group counseling services, and parent education services for child abuse intervention and treatment services;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 16501, 16507.7, 18961, and 18967; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2024, and terminate on June 30, 2027, unless earlier terminated pursuant to the provisions of Paragraph 40 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

3.3 CONTRACTOR certifies it is in compliance with Disabled Veteran Business Enterprise requirements at the time this Contract is executed.

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachments to the Contract between County of Orange and <AGENCY NAME>, for the Provision of Counseling and Parent Education Services, attached hereto and incorporated herein by reference: Attachment A relating to Counseling Services, Attachment B relating to Parent Education Services, Attachment C relating to Sexual Abuse Counseling Services, and Attachment D relating to County of Orange Information Technology Security Provisions. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
 - 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
 - 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.
5. LICENSES AND STANDARDS
- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 25 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired,

inactive, etc.).

- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 5.3 For federally funded Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.
- 5.4 CONTRACTOR shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise

acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as

supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR

Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <https://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB470.pdf?ver=2021-05-10-164956-817> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
[Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: [Contractor’s Name]
[Mailing Address]
[City, State, Zip Code]

- 10.2 All notices shall be deemed effective when in writing and when:
- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;
 - 10.2.2 Sent by Email;
 - 10.2.3 Faxed and transmission confirmed; or
 - 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- 10.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to

carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.

- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract.
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
- 13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).
- 13.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the

CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

13.5.3 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

13.6 Required Coverage Forms

13.6.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

13.6.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

13.7 Required Endorsements

13.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

13.7.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.7.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributory.

13.7.2 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

13.7.3.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or

employment.

- 13.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 13.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are "Claims-Made" policies, CONTRACTOR shall agree to the following:
- 13.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 13.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.
- 13.11 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.14 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of

Orange Risk Manager as appropriate to adequately protect COUNTY.

13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.16 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract,

regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any

federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. BREACH SANCTIONS

18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

19.1 Allowable Costs and Usage

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for the provision of Counseling Services as described in Attachment A, Parent Education Services as described in Attachment B, and Sexual Abuse Counseling Services as described in Attachment C at the specific fees listed, and subject to any exclusions or limitations specified in Attachment A, Attachment B, and Attachment C. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Contract. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

19.2 Claims

19.2.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed

below in Subparagraph 19.2.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

- 19.2.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 24 of this Contract.
- 19.2.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.
- 19.2.4 Year-End and Final Claims
- 19.2.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.
- 19.2.4.2 CONTRACTOR shall submit a final claim for each COUNTY

fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

19.2.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

20. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter

and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph 20.

21. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Contract.

22. REVENUE

22.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered to be a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR.

22.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY participates.

22.3 CONTRACTOR may establish and utilize a sliding fee schedule, approved by ADMINISTRATOR, to determine client fees for services provided. However, CONTRACTOR shall not refuse services to clients referred by ADMINISTRATOR because of inability or unwillingness to pay said fees.

22.4 CONTRACTOR shall make every reasonable effort to collect all available third party reimbursement for which client may be eligible. Public and private insurance carriers shall be billed on the basis of CONTRACTOR's customary charges, if applicable.

22.5 Fees and revenues received by CONTRACTOR from or on behalf of clients, including from public or private insurance carriers, shall be deducted from any billings to COUNTY and shall reduce any obligation of COUNTY under this Contract.

23. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract.

CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

24. RECORDS, INSPECTIONS, AND AUDITS

24.1 Financial Records

24.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

24.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

24.2 Client Records

24.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

24.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 40.2 of this contract.

24.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made,

COUNTY may treat such payment as an overpayment within the provisions of this Contract.

24.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

24.4 Inspections and Audits

24.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above-mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

24.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

24.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

24.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

24.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

25. PERSONNEL DISCLOSURE

25.1 This Paragraph 25 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 13 of Attachment A, Paragraph 12 of Attachment B, and Paragraph 13 of Attachment C (hereinafter referred to as "Personnel").

25.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

25.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

25.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

25.2.3 The professional degree, if applicable, and experience required for each position; and

25.2.4 The language skill, if applicable, for all Personnel.

25.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.

25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this

Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

- 25.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 25.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 25.4 and 25.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 25.7 In the event a record is revealed through the processes described in above Subparagraphs 25.4 and 25.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 25.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 25.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall

provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 18 above.

25.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

25.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

25.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

25.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 25 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

26. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

29. CONFIDENTIALITY

29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

29.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this

Contract.

29.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

29.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

29.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

29.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

29.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

30. SECURITY

CONTRACTOR shall abide by the requirements in Attachment D attached hereto and incorporated by reference.

31. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

32. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

33. SERVICES DURING EMERGENCY AND/OR DISASTER

33.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

33.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

33.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor.

These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

33.4 Emergency Publicity & Outreach: In response to natural disasters and local emergencies, at the direction of the COUNTY, CONTRACTOR shall assist the COUNTY with publicity of COUNTY provided emergency benefits informational materials and messaging, to provide CONTRACTOR's clientele with helpful emergency benefits and resource information during emergencies.

34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

34.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

34.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

34.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

34.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

34.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

34.2.3.1 Any commercial product or service; and

34.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

34.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR.

CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

35. REPORTS

35.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

35.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

36. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

37. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

37.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

37.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

37.3 It will notify COUNTY and EPA about any known violation of the above laws and

regulations.

38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 38.1.1 through 38.1.1.4.

38.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

38.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

38.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

38.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants

loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

38.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

40. TERMINATION PROVISIONS

40.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

40.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without

alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

- 40.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.
- 40.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.
- 40.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
41. COOPERATIVE CONTRACT
- 41.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- 41.2 The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing

for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

41.3 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

42. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

43. SIGNATURE IN COUNTERPARTS

43.1 The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had

been signed by all the parties.

43.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: <AGENCY NAME>

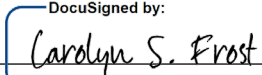
_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

_____	_____ Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____ Carolyn S. Frost	_____ Deputy County Counsel
Print Name	Title
	4/19/2024 10:47:28 AM PDT
Signature	Date

ATTACHMENT A
SCOPE OF WORK – COUNSELING SERVICES
FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide services to clients referred by Social Services Agency (SSA). Clients include parents, caregivers, children ages birth (0) through seventeen (17) years, who are at risk of, or have a history of, child abuse and/or child neglect, and Non-Minor Dependents (NMDs). At the time of referral, some clients may be in crisis and require intervention services and/or resources, and/or may be in jeopardy of having their children placed into foster care, protective custody, or under the supervision of the juvenile court. Other clients may have their children removed from the home and require intervention services and/or resources to assist them in reunifying with their children under a time-limited case plan with the Orange County Juvenile Court (Juvenile Court). Population to be served shall be referred to as “CLIENTS” for the purposes of Attachment A.
- 1.2 CONTRACTOR shall strategize ways to engage/re-engage CLIENTS who may be resistant to participating in services.
- 1.3 CONTRACTOR understands that many CLIENTS to be served have limited resources and are dependent upon public transportation.
- 1.4 CONTRACTOR shall provide services that meet the needs of CLIENTS who may lack coping skills, communication skills, support systems, and the skills and/or resources necessary to provide a safe environment for their children.

2. DEFINITIONS

- 2.1 Assessment and Treatment Plan (ATP): An outcome-oriented, written statement containing problem identification and measurable goals in behavioral terms with the specific interventions to be used during the service period. The goals in the ATP should be consistent with the reason(s) for referral.
- 2.2 Assigned Social Worker: A Children and Family Services Senior Social Worker assigned to the referred CLIENT’s Juvenile Court case.
- 2.3 Children and Family Services (CFS): The division in the SSA that provides

- services to protect children from abuse and neglect, and at-risk Families.
- 2.4 Child Family Team (CFT) Meetings: A meeting of a group of individuals convened by SSA, who are engaged through a variety of team-based processes to identify the strengths and needs of the child/youth and his or her family to help achieve positive outcomes for safety, permanency, and well-being.
- 2.5 Culturally Responsive: To possess a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.6 Danger Statements: Behaviorally-based statements using non-judgmental language describing specific worries for the future safety of children while with their caregiver. Danger statements describe the potential caregiver's behavior and the potential future impact on the child.
- 2.7 Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5): Handbook and authoritative guide used by health care professionals in the diagnosis of mental disorders; it contains descriptions, symptoms, and other criteria for diagnosing disorders.
- 2.8 FAMILY(ies): Families eligible to receive services from CFS pursuant to State regulations and County policies.
- 2.9 Harm Statements: Behaviorally-based statements using non-judgmental language describing past actions/inaction by the caregiver that have hurt the child either physically, sexually, developmentally, or emotionally. Harm statements describe the caregiver's behavior and the impact on the child.
- 2.10 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster youth who has attained the age of eighteen (18) years while in foster care and has an open case with the Juvenile Court who may remain under the jurisdiction of Juvenile Court, up to twenty-one (21) years of age.
- 2.11 Safety Goal: Behaviorally-based statements using non-judgmental language

describing specific actions the parents and network will demonstrate to create and sustain child safety.

- 2.12 Safety Organized Practice (SOP): A holistic approach to collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their support network of friends and family, and SSA. SOP utilizes strategies and techniques in line with the belief that a child and his or her family are the central focus and that the partnership exists in an effort to find solutions that ensure safety, permanency, and well-being for children.
- 2.13 Telehealth Services: Telehealth services which must be conducted subject to the State of California Board of Behavioral Sciences (BBS) Standards of Practice statues and regulations for Telehealth, and in compliance with the Business and Professions Code 2290.5.
- 2.14 Trauma-Focused Cognitive Behavioral Therapy (TF-CBT): A component-based treatment model that incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse victims and their families. This model aids families in their recovery from trauma and grief in a time-limited fashion.

3. GOALS AND OUTCOME OBJECTIVES

Contractor shall achieve the following goals and outcome objectives for Counseling Services during each fiscal year of this Contract:

3.1 Goals

3.1.1 CONTRACTOR understands and agrees that the primary goal for Counseling Services is to assist CLIENTS at risk or with a history of abuse and/or neglect to strengthen their relationships and support successful family maintenance and/or reunification.

3.2 Outcomes

3.2.1 A minimum of seventy percent (70%) of CLIENTS who begin Counseling Services will complete services;

3.2.2 A minimum of eighty percent (80%) of CLIENTS who complete Counseling Services will demonstrate improvement or achievement of their

counseling treatment goals developed in collaboration with the ASW;

3.2.3 A minimum of ninety percent (90%) of CLIENTS who accept Counseling Services will begin Intake Assessment within thirty (30) days from referral date; and

3.2.4 Clients who complete Counseling Services will demonstrate increased Parental Resilience and Knowledge of Parenting and Child Development, as identified by the Strengthening Families Protective Factors described in Subparagraphs 6.1 and 6.3 of this Attachment A.

4. WORKLOAD STANDARDS

4.1 CONTRACTOR and ADMINISTRATOR agree to the following:

4.1.1 Each hour of counseling shall be counted as one (1) hour of service regardless of the number of FAMILY members being served.

4.1.2 Each ninety (90) to one hundred and twenty (120) minutes of group counseling provided shall be counted as one (1) service session regardless of how many CLIENTS/FAMILIES are being served.

4.1.3 Individual and group counseling shall be provided only to referred CLIENTS. Family/conjoint counseling must have at least one (1) referred CLIENT in each counseling session.

4.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph 4 and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR.

5. HOURS OF OPERATION

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the Population(s) to be Served as determined by ADMINISTRATOR. At a minimum, seventy-five percent (75%) of contracted services must be available in the evening hours of 4 p.m. to 8 p.m., Monday through Friday, and at least four (4) hours on Saturdays, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

5.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President

Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 5.1 of this Attachment A, no later than fourteen (14) calendar days before the requested holiday. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 18, and shall not be reimbursed.

6. GENERAL REQUIREMENTS

CONTRACTOR shall:

- 6.1 Identify and provide individualized, family-friendly, family-centered, trauma and evidence-informed services to CLIENTS, designed to be age-appropriate for all referred age groups (e.g., play therapy, cognitive-behavioral therapy, etc.). Services shall also be culturally responsive to those served and responsive to all types of family units. SSA, in partnership with community agencies, has embraced a model of community-based, family-driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families model identifies five (5) Protective Factors ("Strengthening Family Protective Factors"), described below, that have been identified in preventing the risk of child abuse and neglect.
- 6.2 Address physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, trauma, substance abuse, and mental health issues, as identified by the ASW. Services shall address common problems including, but are not limited to, inadequate housing, poor nutrition, and lack of basic needs (food, utilities, etc.).
- 6.3 Incorporate the following Strengthening Family Protective Factors into Counseling Services that have been identified in preventing the risk of child abuse and neglect:
 - 6.3.1 Social Connections: Isolated families lead to a higher risk of child abuse. Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.
 - 6.3.2 Knowledge of Parenting and Child Development: This leads to appropriate

- expectations and the use of more developmentally appropriate guidance techniques.
- 6.3.3 Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.
 - 6.3.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
 - 6.3.5 Parental Resilience: This involves bouncing back from difficulties, i.e., recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.
- 6.4 Use evidence-informed or evidence-based practices such as TF-CBT to meet CLIENT needs and address CLIENT symptoms.
 - 6.5 Deliver Counseling Services using the following principles:
 - 6.5.1 Actively engage CLIENTS to maintain required program participation;
 - 6.5.2 Identify barriers to program participation, including, but not limited to, those relating to mental health, substance abuse issues, and domestic abuse, and communicate information to the ASW for follow-up action;
 - 6.5.3 Ensure CLIENTS with a limited English vocabulary are placed in an environment that will facilitate their commitment to complete the program;
 - 6.5.4 Maximize opportunities to provide integrated, coordinated and easily accessible resources for CLIENTS;
 - 6.5.5 Identify and provide community-based and integrated services that coordinate federal, state and local funding opportunities; and
 - 6.5.6 Provide outcome-driven services with indicators that accurately reflect CLIENTS' progress towards Contract deliverables.
 - 6.6 Provide high quality Counseling Services that are responsive to the needs of CLIENTS who are at risk or have a history of child abuse and/or child maltreatment.
 - 6.7 Use family-focused, strength-based, trauma-informed, safety and needs-driven, and team-oriented strategies to contribute to the reunification of children with their

parents.

7. SERVICE REQUIREMENTS

Counseling Services shall assist CLIENTS in identifying and understanding problems that led to CFS involvement, including, but not limited to, abuse and/or neglect, chemical abuse, and domestic violence, to achieve treatment goals, and modify behavior. Services shall be available in English, Spanish, and Vietnamese pursuant to Subparagraph 13.5. All services provided require written pre-authorization in the form of a referral by the CFS Resource Development and Management (RDM) program prior to any services being rendered. CONTRACTOR shall provide the following services:

7.1 Intake and Assessment

7.1.1 CONTRACTOR shall conduct a face-to-face Intake Interview, or via telehealth as approved by ADMINISTRATOR, with CLIENT within thirty (30) days of the referral stamp date.

7.1.2 CONTRACTOR shall obtain RDM approval for an extension to the Intake Interview timeframe.

7.1.3 CONTRACTOR may use a maximum of two (2) sessions, not to exceed ninety (90) minutes total, to complete the Intake Interview within thirty (30) days of the referral stamp date. The ninety (90) minute Intake Interview will be independent of any counseling sessions and will not be included in the count for the maximum of sixteen (16) counseling sessions as described in Subparagraph 7.4 of this Attachment A.

7.1.4 Conduct intake and assessment during the Intake Interview in a collaborative manner with the CLIENT to gather the information required for clinical evaluation and assessment, including:

7.1.4.1 Review of the Harm and Danger Statements and Safety Goal with the CLIENT;

7.1.4.2 Prepare a written statement documenting the Social and Family History as described in Subparagraph 7.2 of this Attachment A;

7.1.4.3 Complete the ATP report as described in Subparagraph 7.3 of this Attachment A; and

7.1.4.4 Complete the Protective Factors Pre-Test Survey as described in

Subparagraph 7.6 of this Attachment A.

- 7.1.5 Identify behavior and problems, classified in the DSM-5, or current revision thereof, of mental health, substance abuse, or domestic violence issues, which endanger or place the child(ren) at risk of abuse and/or neglect, and determine appropriate treatment plan for such behaviors. If domestic violence, suicidal ideation, substance abuse or other dangerous behaviors are identified, then CONTRACTOR shall develop a safety plan with CLIENT to address any immediate and/or ongoing concerns.
 - 7.1.6 Integrate a SOP approach, as defined in Subparagraph 2.12 of this Attachment A, and incorporate this approach into the treatment plan.
 - 7.1.7 Provide an orientation to explain the rules and expectations of the program, including, but not limited to, the relationship of CONTRACTOR's services with ADMINISTRATOR, child abuse reporting, no show and termination policies, services provided, emergency procedures, confidentiality, and scheduling of appointments. CONTRACTOR shall provide CLIENT with an information packet in CLIENT's primary language that contains all materials covered in this orientation, as available.
- 7.2 Social and Family History
- 7.2.1 CONTRACTOR shall prepare a written statement documenting the social and family history relevant to the issues stated on the referral form, which includes obstacles to treatment and motivation of the CLIENT(S). Social and family history shall include a mental status exam, substance abuse and domestic violence evaluations.
- 7.3 Assessment and Treatment Plan
- CONTRACTOR shall:
- 7.3.1 Draft an ATP containing changes in CLIENT's behavior necessary to achieve the treatment goals developed collaboratively with CLIENT(S) during assessment; type and length of intervention planned; summary of contacts made during assessment; CLIENT's strengths, safety network, and community resource linkages.
 - 7.3.1.1 One (1) original individualized ATP is required for each referral.

- 7.3.1.2 If the referral is for multiple individuals in the family, one (1) ATP will be required with separate goals for each person.
 - 7.3.2 Keep a copy of the ATP in the CLIENT's file at all times.
 - 7.3.3 Submit original ATP to RDM no later than sixty (60) calendar days from the referral stamp date. Counseling referrals shall become inactive if the ATP is not received within sixty (60) calendar days, unless prior authorization is granted by RDM as indicated in Subparagraph 7.3.4 of this Attachment A.
 - 7.3.4 Request RDM approval for an extension to the ATP due date when needed. Request must be made before the due date.
 - 7.3.5 Complete a Revised ATP, upon request of the ASW, if the original ATP had already been submitted. The ASW must concur with the revised goals or plan prior to implementing the change. The revised ATP must be submitted to RDM within fourteen (14) calendar days. A revised ATP shall not extend the sixteen (16) sessions service period.
- 7.4 Counseling Services
- CONTRACTOR shall:
- 7.4.1 Initiate Counseling Services within seven (7) calendar days after completion of the Intake Interview and shall end with a maximum of sixteen (16) sessions or when the CLIENT has achieved their treatment goals, whichever comes first.
 - 7.4.1.1 Additional CLIENTS may be served if approved by RDM.
 - 7.4.1.2 CONTRACTOR may request add-on CLIENTS via an Authorization for Pre-Approved Specialized Services form.
 - 7.4.2 Provide Counseling Services within a five (5) month period from the referral stamp date.
 - 7.4.2.1 The "authorization approval date" means the referral stamp date provided by ADMINISTRATOR.
 - 7.4.2.2 The "authorization end date" means five (5) months from the referral stamp date.
 - 7.4.3 Obtain prior written authorization from RDM for additional counseling

sessions, as referenced in Subparagraphs 7.13 and 12.1.5 of this Attachment A.

7.4.4 Provide CLIENTS with a combination of individual, conjoint/family, and/or group counseling, based on documented need as submitted on the referral and in consultation with the ASW, for up to sixteen (16) sessions within the five (5) month service period. Each session will consist of fifty (50) minutes of direct Counseling Services and ten (10) minutes of case administration.

7.4.4.1 Individual counseling means one (1) CLIENT listed on the referral form.

7.4.4.2 Conjoint counseling means two (2) CLIENTS, not the child, listed on the referral form.

7.4.4.3 Family counseling means at least one (1) parent/caregiver and at least one (1) child listed on the referral form.

7.4.4.4 Group counseling means a minimum of two (2) and maximum of fifteen (15) unrelated CLIENTS referred by ADMINISTRATOR for counseling in a group setting.

7.4.4.5 Face-to-face contact is the first and primary choice for conducting counseling services with CLIENTS.

7.4.4.6 On a case-by-case basis, CONTRACTOR may provide Telehealth Services as defined in Subparagraph 2.13 of this Attachment A as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrence from the ASW.

7.4.5 Provide Counseling Services at CONTRACTOR's office location(s), as indicated in Subparagraph 8.1 of this Attachment A unless prior authorization is granted by SSA.

7.5 Group Counseling (GC)

CLIENTS may be referred to CONTRACTOR's open-ended, ongoing groups to address specific needs. CONTRACTOR shall:

7.5.1 Provide GC for a maximum of twelve (12) sessions or when the CLIENT has achieved their treatment goals, whichever comes first.

- 7.5.2 Conduct GC sessions of minimum one and one-half (1½) hours in length.
 - 7.5.3 Provide one (1) Counselor to lead groups of seven (7) or fewer CLIENTS. Groups of eight (8) to fifteen (15) CLIENTS shall be led by two (2) Counselors.
 - 7.5.4 Provide a schedule of all groups to RDM, and any change to the established schedules must be reported as soon as the update is implemented.
 - 7.5.5 Develop GC curriculum and submit it to RDM.
 - 7.5.6 Facilitate Anger Management groups to address impact issues, including, but not limited to, safety and boundaries, and how to effectively deal with feelings of anger.
 - 7.5.7 Divide Anger Management Groups into modules for males or females, latency-age children, and adolescent groups, in order to meet the needs of each separate group.
- 7.6 Protective Factors Pre-Test and Post-Test Surveys
- CONTRACTOR shall:
- 7.6.1 Conduct the Protective Factors Pre-Test and Post-Test surveys to assess and measure changes in CLIENT's progress.
 - 7.6.2 Measure progress by ensuring CLIENT(S) completes the Protective Factors Pre-Test and Post-Test surveys and/or other ADMINISTRATOR approved evaluation tools to capture the five (5) Strengthening Families Protective Factors as described in Subparagraph 6.3 of this Attachment A.
 - 7.6.3 Conduct the Protective Factors Pre-Test survey during CLIENT's Intake and Assessment Interview, and the Protective Factors Post-Test survey within fifteen (15) calendar days before the CLIENT's last service session.
 - 7.6.4 Submit Protective Factors Pre-Test and Post-Test surveys and/or ADMINISTRATOR approved evaluation tool(s) to RDM within fifteen (15) calendar days of termination of services or upon request of ADMINISTRATOR.
- 7.7 Community Resource Linkage
- CONTRACTOR shall:
- 7.7.1 Assess CLIENT's specific needs on an ongoing basis and shall provide

referrals to appropriate community resources, to include the nearest Family Resource Center throughout the course of services, and upon termination of services.

7.7.2 Follow up with CLIENTS to ensure referrals provided were utilized.

7.7.3 Clearly document on the ATP, Case Notes and Termination Report (TR), resource linkages provided to CLIENTS.

7.8 Case Management

CONTRACTOR's case management responsibilities include, but are not limited to, the following:

7.8.1 Preparation, revision and extension requests of ATPs and TRs.

7.8.2 Completion and filing of Case Notes on a standardized form approved by ADMINISTRATOR.

7.8.3 Telephone consultation with CLIENT(S) and/or COUNTY staff.

7.8.4 Monthly progress telephone calls to the ASW by the tenth (10th) business day of the month regarding the status of service delivery for each CLIENT served during the preceding month.

7.8.4.1 Progress telephone calls are not required in the month when an ATP, Revised ATP, Extension Request form, or TR is completed.

7.8.4.2 All telephone calls to ASW must be documented in CONTRACTOR's file.

7.8.4.3 If a voice message is required, CONTRACTOR shall leave a detailed status update message including the number of completed sessions, CLIENT's overall progress towards goals, motivation to participate in services, and any other relevant information that would assist ASW to determine CLIENT's progress in addressing the concerns outlined on the referral.

7.8.5 Engagement/Re-engagement Outreach and Strategies which include, but are not limited to, the following:

7.8.5.1 Telephone contacts and/or text messages to remind CLIENTS about appointments;

7.8.5.2 Mailers;

- 7.8.5.3 Flexible office hours to accommodate appointments;
- 7.8.5.4 Educate and motivate CLIENTS to commit to the program with full participation; and
- 7.8.5.5 Work collaboratively with each CLIENT to identify barriers to participation, develop strategies to overcome barriers, and assess the need for specific Counseling Services, as described in Subparagraph 7.4 of this Attachment A.

7.9 Case Records

CONTRACTOR shall:

- 7.9.1 Prepare and maintain CLIENT case records on each CLIENT served, and dates and type of services provided under the terms of this Contract, in a format acceptable to ADMINISTRATOR.
 - 7.9.1.1 All records shall be maintained in English, and English translation of all correspondence and forms shall be maintained in the case file for audits and UR.
 - 7.9.1.2 CONTRACTOR shall file records in chronological order by open and closed cases, and label with case names and case numbers.
- 7.9.2 Prepare a separate case file for each referral received. Records and documentation prepared by CONTRACTOR shall be typewritten or written legibly, and shall include, but not be limited to:
 - 7.9.2.1 CLIENT's name, address, phone number, and employment information;
 - 7.9.2.2 Names, birth dates, and sex of all family members;
 - 7.9.2.3 Referral Form and any referral documentation provided by ADMINISTRATOR;
 - 7.9.2.4 Social and family history;
 - 7.9.2.5 Mental health status exam and substance abuse and domestic violence evaluations;
 - 7.9.2.6 ATP;
 - 7.9.2.7 Orientation packet;
 - 7.9.2.8 Protective Factors Pre-Test and Post-Test Surveys;

- 7.9.2.9 Revised ATP, if applicable;
- 7.9.2.10 TR;
- 7.9.2.11 Case Notes;
- 7.9.2.12 Copy(ies) of No Show (NS) letter(s);
- 7.9.2.13 Copy(ies) of Special Incident Report(s);
- 7.9.2.14 Case staffing;
- 7.9.2.15 Follow-up documentation for referrals to community resources;
and
- 7.9.2.16 Fee assessment/financial information forms.

7.10 Court Services

7.10.1 Court Letters: When authorized by ADMINISTRATOR, CONTRACTOR shall prepare Court Letters for the purpose of informing the COUNTY and Orange County Juvenile Court the status of the CLIENT's progress. The requested content of a Court Letter may vary and is determined by the ASW and/or Juvenile Court.

7.10.2 Juvenile Court Testimony: When requested by SSA or under subpoena, CONTRACTOR shall appear in Juvenile Court prepared to testify on matters regarding CLIENT(S) served and shall produce pertinent case records, when required.

7.11 NS Policy and Reinstatement Procedures

A missed appointment is a NS, subject to the policy below. CONTRACTOR shall consider all missed appointments as a NS, regardless of the CLIENT's excuse, unless the CLIENT calls CONTRACTOR at least twenty-four (24) hours in advance to reschedule an appointment within five (5) calendar days.

7.11.1 CONTRACTOR shall comply with the following NS policy:

7.11.1.1 Document and notify the ASW by telephone within twenty-four (24) hours of NS.

7.11.1.2 Notify both CLIENT and the ASW by sending NS letter in the appropriate primary language on a form approved by RDM, within forty-eight (48) hours of NS.

7.11.1.3 Serve remaining CLIENTS in a multiple-CLIENT referral if one

(1) of the CLIENTS is a NS. CONTRACTOR shall contact the ASW to review status of referral.

7.11.1.4 Suspend services for CLIENT after their third NS. CONTRACTOR shall notify the ASW of the suspension by telephone within twenty-four (24) hours and by written letter within forty-eight (48) hours of NS. CONTRACTOR shall inquire with the ASW whether CLIENT should be reinstated.

7.11.2 CONTRACTOR shall not be eligible to receive compensation for services provided after the third NS and before written confirmation of reinstatement is on file with CONTRACTOR.

7.11.3 Reinstatement procedures are as follows:

7.11.3.1 If the ASW reinstates the CLIENT, RDM will provide written confirmation of reinstatement approval to CONTRACTOR.

7.11.3.2 If the CLIENT is not re-instated within ten (10) calendar days of the third NS, CONTRACTOR shall terminate the referral.

7.12 Termination of Services and TR

7.12.1 Counseling Services shall be terminated:

7.12.1.1 Upon completion of services;

7.12.1.2 Following the third NS without reinstatement;

7.12.1.3 Without services being initiated due to an unresponsive CLIENT as described in Subparagraph 7.12.4 of this Attachment A; or

7.12.1.4 Upon written termination notice by ADMINISTRATOR. COUNTY shall not be responsible for payment of any Counseling Services or other previously approved referral activities provided to CLIENT after ADMINISTRATOR has provided CONTRACTOR with such notice.

7.12.2 The TR, along with the Protective Factors Pre-Test and Post-Test surveys and/or any other ADMINISTRATOR approved evaluation tool, shall be submitted to RDM within fifteen (15) calendar days after termination of services.

7.12.3 The TR shall include a comprehensive summary of all activities within the

service period, including:

7.12.3.1 Contacts made with CLIENT, ASW and collateral sources;

7.12.3.2 Copies of all NS letters;

7.12.3.3 Documentation of CLIENT's status in meeting goals and objectives outlined in the ATP with specific descriptive examples of how progress was achieved or not;

7.12.3.4 Community resources given by CONTRACTOR to CLIENT for follow-up services;

7.12.3.5 Identified safety network and any issues for the ASW regarding the CLIENT's follow-up needs; and

7.12.3.6 Reason the services were terminated.

7.12.4 A CLIENT is deemed unresponsive if within a thirty (30) calendar day period CONTRACTOR does not receive any response from the CLIENT after CONTRACTOR has:

7.12.4.1 Placed at least three (3) telephone calls to CLIENT;

7.12.4.2 Mailed and/or communicated electronically via email or text at least one (1) letter to CLIENT; and

7.12.4.3 Contacted the ASW at least once to request assistance reaching the CLIENT (a voice message to the ASW will suffice).

7.12.5 CONTRACTOR shall document all contacts with CLIENT and ASW in the Case Notes.

7.12.6 At the end of the thirty (30) calendar day period without a CLIENT's response, CONTRACTOR shall prepare and submit to RDM a Termination Report – No Intake form.

7.12.7 The Termination Report – No Intake form must reach RDM within sixty (60) days of the referral stamp date.

7.13 Extension Request

7.13.1 CONTRACTOR shall make every effort to achieve treatment goals within the initial sixteen (16) sessions. However, if extenuating circumstances require an additional four (4) sessions of services, CONTRACTOR must submit an Extension Request to RDM at least four (4) sessions in advance

of the termination date of the original sixteen (16) session service period.

7.13.2 CONTRACTOR must receive approval before extending services.

7.14 Financial Assessment

7.14.1 CONTRACTOR shall conduct a Financial Assessment with adult CLIENTS, using a sliding fee schedule provided by ADMINISTRATOR to determine fees that adult CLIENTS may be able to pay for services received.

7.15 Additional Responsibilities

7.15.1 CONTRACTOR shall provide services which are required under the terms of this Contract only to CLIENTS referred by SSA and in accordance with referral procedures provided by RDM.

7.15.2 Meet or exceed outcome objectives as described in Subparagraph 3.2 of this Attachment A.

7.15.3 CONTRACTOR may provide counseling services to individuals similar to the Population to be Served under this Contract, provided those services:

7.15.3.1 Do not interfere with CONTRACTOR’s duties under this Contract; and

7.15.3.2 CONTRACTOR gives priority to CLIENTS for appointments during the office hours of 4 p.m. to 8 p.m., Monday through Friday, and at least a four (4) hour period on Saturdays.

7.15.4 CONTRACTOR shall not provide services to a CLIENT under a separate agreement while providing the same services to the same CLIENT under this Contract.

7.15.5 CONTRACTOR shall not provide any type of transportation to CLIENTS under this Contract.

8. FACILITIES

8.1 Services under this Contract shall be provided at the following locations:

[CONTRACTOR’s Name]

[Street Address]

[City, State, Zip Code]

- 8.2 CONTRACTOR shall provide facility(ies) for administering Counseling Services. CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.
- 8.3 CONTRACTOR shall have a facility located in Orange County, California, where services shall be provided.
- 8.4 The facility must provide private room to ensure confidentiality is maintained for CLIENTS.
- 8.5 Facility's locations shall be preferably within 880 yards (1/2 mile) of a bus stop and other forms of affordable public transportation.
- 8.6 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

9. REPORTING REQUIREMENTS

- 9.1 CONTRACTOR shall provide, by the tenth (10th) calendar day of each month, a monthly statistical report for the preceding month, in a format approved by ADMINISTRATOR. Data elements shall include, but not be limited to, the following:
- 9.1.1 Total number of new CLIENTS referred and the referral source;
 - 9.1.2 Number of CLIENTS beginning Counseling Services/Intake Interview;
 - 9.1.3 Number of CLIENTS completing Counseling Services;
 - 9.1.4 Number of CLIENTS terminated and reasons for termination;
 - 9.1.5 Number of active cases at the end of the month; and
 - 9.1.6 Number of cases closed during the month.
- 9.2 Submit Monthly Referral Report for active CLIENTS receiving Counseling Service to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following:
- 9.2.1 Case name;
 - 9.2.2 Client's name(s);
 - 9.2.3 Date received;

- 9.2.4 Language;
 - 9.2.5 Authorization number;
 - 9.2.6 Intake date;
 - 9.2.7 Total sessions completed; and
 - 9.2.8 Termination date.
- 9.3 If CLIENT displays unusual, aggressive, or high-risk behavior or there are any injuries during the service delivery, CONTRACTOR shall notify the ASW or the CFS Officer of the Day immediately by telephone, and submit a written Special Incident Report to ADMINISTRATOR within twenty-four (24) hours on a form approved by ADMINISTRATOR.

10. MEETINGS

- 10.1 CONTRACTOR shall attend CFT Meetings as described in Subparagraph 2.4 of this Attachment A, when requested by the ASW, and with prior written authorization from ADMINISTRATOR.
- 10.2 CONTRACTOR shall attend Contractors' Forums as requested by ADMINISTRATOR.

11. UTILIZATION REVIEW (UR)

- 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided, and length of services. Family cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.
- 11.2 ADMINISTRATOR may conduct a Utilization Review at CONTRACTOR's facility referenced in Paragraph 8 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.
- 11.3 In the event CONTRACTOR, ADMINISTRATOR and CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the

dispute shall be submitted to COUNTY's CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Contract.

12. COMPENSATION

COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Contract. CONTRACTOR agrees to provide services requested, as determined by COUNTY, at fees specified in this Contract, regardless of the quantity of referrals received.

12.1 Counseling Services Compensation

12.1.1 A maximum of one hundred forty dollars (\$140) will be paid in arrears for the completed Intake Interview documented to be at least ninety (90) minutes in duration and inclusive of the intake and orientation process. Intake Interview can be conducted in two (2) forty-five (45) minutes sessions.

12.1.2 If the Intake Interview is completed within a one (1) hour session, or if CLIENT begins but does not complete the Intake Interview, a maximum of seventy-five dollars (\$75) will be paid.

12.1.3 A rate of one hundred dollars (\$100) per counseling session for up to sixteen (16) sessions of service will be paid monthly in arrears for the following:

12.1.3.1 Individual counseling; and

12.1.3.2 Conjoint/Family counseling, regardless of the number of CLIENTS seen.

12.1.4 COUNTY will reimburse CONTRACTOR for all sessions completed not to exceed sixteen (16) sessions during the period of up to five (5) months from the referral stamp date.

12.1.4.1 CONTRACTOR will not be eligible to receive compensation for inactive referrals, including reimbursement for any services provided at any time prior to or after the referral has become inactive.

12.1.5 Extensions: When approved extensions are on file with RDM, COUNTY will reimburse CONTRACTOR for any of the four (4) extended sessions

completed beyond the initial sixteen (16) sessions.

12.1.6 Groups: CONTRACTOR shall be paid monthly in arrears fifteen dollars (\$15) per CLIENT per GC session.

12.1.6.1 CONTRACTOR's schedule for GC sessions must always facilitate attendance by at least two (2) CLIENTS.

12.1.6.2 In the event that only one (1) CLIENT is present for a pre-scheduled GC session, CONTRACTOR shall allow a one-time courtesy individual counseling session to that CLIENT for no more than fifty (50) minutes and CONTRACTOR shall bill at the rate of seventy-five dollars (\$75).

12.1.7 CONTRACTOR shall submit Receipt for Services (RFS) form with the monthly invoice for compensation.

12.1.8 All claims must be accompanied by properly completed RFS form(s), for each referral claimed, signed by the CONTRACTOR and all adult CLIENTS receiving services. The parent/caregiver or other responsible adult present at the session must sign and date on behalf of minors receiving services under this Contract. If a minor CLIENT receives services unaccompanied by an adult, CONTRACTOR shall indicate ("mi") next to the minor CLIENT's name. Exceptions due to special circumstances shall be evaluated and approved by RDM.

12.1.9 Specialized Services: A rate of seventy-five (\$75) dollars per hour will be paid for authorized court-ordered services, including:

12.1.9.1 Actual time spent in Juvenile Court, on an active case, and travel time to and from Provider's office location; and

12.1.9.2 Actual time spent in a CFT Meeting, and travel time to and from Provider's office location.

12.1.9.3 CONTRACTOR shall obtain prior authorization from RDM prior to billing for Specialized Services on a form approved by ADMINISTRATOR.

12.1.9.4 CONTRACTOR shall provide documentation pertaining to Specialized Services as requested by ADMINISTRATOR.

12.1.10 Court Letter: Fifteen dollars (\$15) will be paid for each Court Letter pre-authorized by RDM.

13. STAFFING REQUIREMENTS

13.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If CLIENT/FAMILY contact is required to obtain the required documentation or provide services, CONTRACTOR will be required to provide translation services for languages needed so that CLIENT(s)/FAMILY(ies) are provided services in their primary language.

13.2 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the client population. CONTRACTOR shall employ staff with the background, training, and experience to provide Counseling Services.

13.3 CONTRACTOR shall provide the following described staff positions:

13.3.1 Clinical Director/Licensed Counselor

Minimum Qualifications:

13.3.1.1 Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT), Licensed Professional Clinical Counselor (LPCC), or Licensed Clinical Psychologist;

13.3.1.2 Two (2) years of combined related work experience in the areas of family counseling, child abuse treatment, trauma informed practice, and clinical supervision experience; and

13.3.1.3 Thirty (30) hours of child abuse training.

Duties:

13.3.1.4 Must provide supervision to Counselors and/or Registered Interns.

13.3.2 Counselor

Minimum Qualifications:

13.3.2.1 Master's degree in psychology or social work; and

13.3.2.2 One (1) year of experience in clinical or therapeutic setting providing direct services in human services field.

Duties:

13.3.2.3 Must be supervised by Clinical Director/Licensed Counselor.

13.3.3 Registered Intern/Associate

Minimum Qualifications:

13.3.3.1 Master's degree in psychology or social work, and requiring clinical supervision by licensed staff to apply for licensure either as an LCSW, MFT, LPCC or Clinical Psychologist;

13.3.3.2 Two (2) years of work experience in the human services field; and

13.3.3.3 State of California Board of Behavioral Sciences (BBS) registered LCSW intern, registered Associate MFT, registered Associate Professional Clinical Counselor or registered Psychology Assistant.

Duties:

13.3.3.4 Must be supervised by Clinical Director/Licensed Counselor.

13.4 Supervision

13.4.1 Clinical Director/Licensed Counselor shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to direct Counseling Services staff.

13.5 Second Language Capabilities

13.5.1 Counseling Services shall be available in English, Spanish, and Vietnamese. CONTRACTOR shall:

13.5.1.1 Ensure a minimum of forty percent (40%) of Counseling Services staff is bilingual and proficient in English and Spanish or as approved by ADMINISTRATOR. If CONTRACTOR has more than one (1) service location, the bilingual Spanish staff shall be assigned to all service locations as needed;

13.5.1.2 Ensure a minimum of ten percent (10%) of Counseling Services staff is bilingual in English and Vietnamese, or as needed. If CONTRACTOR has more than one (1) service location, the

bilingual Vietnamese staff shall be assigned to all service locations as needed;

13.5.1.3 Make reasonable efforts in hiring and retaining Counseling Services staff who are proficient in other languages to meet the needs of the population to be served as determined by ADMINISTRATOR; and

13.5.1.4 Present language proficiency verification to ADMINISTRATOR upon request.

14. TRAINING

14.1 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.

14.2 CONTRACTOR shall be required to attend a seven (7) hour orientation conducted by SSA in June of 2024, prior to the receipt of any referrals from ADMINISTRATOR.

14.3 ADMINISTRATOR may require CONTRACTOR to attend subsequent trainings if ADMINISTRATOR determines additional trainings are needed to provide services to CLIENTS or to complete monthly paperwork sufficiently, which may be presented or sponsored by COUNTY, or other training entities.

14.4 CONTRACTOR shall ensure Counseling staff licensed by the State of California as a MFT, LCSW, or LPCC shall complete continuing education hours, as determined by the BBS, maintain a valid and current license and remain in good standing during the term of the Contract.

14.5 CONTRACTOR shall ensure Counseling staff licensed by the State of California as a Clinical Psychologist shall maintain the continuing education requirements of the California Board of Psychology, maintain a valid and current license, and remain in good standing during the term of the Contract.

14.6 CONTRACTOR shall ensure Counseling staff complete additional continuing education courses that meet the qualifications of the BBS or the California Board of Psychology when ADMINISTRATOR determines additional training is required to provide services to CLIENTS. Required courses shall include, but are not limited to, training in child abuse/neglect, chemical/substance abuse, domestic violence

and legal/ethical issues, and trauma-informed practice.

- 14.7 CONTRACTOR shall ensure direct service staff complete the following trainings:
- 14.7.1 An initial six (6) hour training on child abuse/neglect and an initial six (6) hour training course on spousal/partner abuse/domestic violence issues within six (6) months of hire date.
- 14.7.2 A refresher six (6) hour training on child abuse/neglect and a refresher six (6) hour training on spousal/partner abuse/domestic violence issues within three (3) years of completing initial training courses referenced in Subparagraph 14.7.1.
- 14.8 COUNTY will not be responsible for any training, continuing education, or licensure expenses incurred by CONTRACTOR, throughout the term of this Contract.

15. QUALITY ASSURANCE/QUALITY CONTROL

- 15.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:
- 15.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
- 15.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 15.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
- 15.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

ATTACHMENT B
SCOPE OF WORK – PARENT EDUCATION SERVICES
FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide services to parents referred by Social Services Agency (SSA). Services shall be provided to parents and/or caregivers. Population to be served shall hereafter be referred to as “PARENTS” for the purposes of Attachment B.
- 1.2 CONTRACTOR’s services shall address, as identified by the Assigned Social Worker (ASW), physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, trauma, substance abuse, and mental health issues.
- 1.3 CONTRACTOR shall strategize ways to engage/re-engage PARENTS who may be resistant to participating in services.
- 1.4 CONTRACTOR understands that many PARENTS to be served have limited resources and are dependent upon public transportation.
- 1.5 CONTRACTOR shall provide services that meet the needs of PARENTS who lack coping skills, communication skills, support systems and the skills and/or resources necessary to provide a safe environment for their children. Services shall address common problems, including, but not limited to, inadequate housing, poor nutrition, and lack of basic needs (food, utilities, etc.).

2. DEFINITIONS

- 2.1 Assigned Social Worker (ASW): A Children and Family Services Senior Social Worker assigned to the referred client’s Juvenile Court case.
- 2.2 California Evidence-Based Clearinghouse for Child Welfare: An online resource for child welfare professionals, and others who are committed to improving outcomes for children and families and includes a database of programs, practices, and interventions related to child welfare and family well-being.
- 2.3 Children and Family Services (CFS): The division in the Social Services Agency (SSA) that provides services to protect children from abuse and neglect, and at-risk

Families.

- 2.4 Child Family Team (CFT) Meetings: A meeting of a group of individuals convened by SSA, who are engaged through a variety of team-based processes to identify the strengths and needs of the child/youth and his or her family to help achieve positive outcomes for safety, permanency, and well-being.
- 2.5 Culturally Responsive: To possess a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.6 Danger Statements: Behaviorally-based statements using non-judgmental language and describing specific worries for the future safety of children while with their caregiver. Danger statements describe the potential caregiver's behavior and the potential future impact on the child.
- 2.7 Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5): Handbook and authoritative guide used by health care professionals in the diagnosis of mental disorders; it contains descriptions, symptoms, and other criteria for diagnosing disorders:
- 2.8 FAMILY(ies): Families eligible to receive services from CFS pursuant to State regulations and County policies.
- 2.9 Harm Statements: Behaviorally-based statements using non-judgmental language and describing past actions/inaction by the caregiver that have hurt the child either physically, sexually, developmentally, or emotionally. Harm statements describe the caregiver's behavior and the impact on the child.
- 2.10 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster youth who has attained the age of eighteen (18) years while in foster care and has an open case with the Juvenile Court who may remain under the jurisdiction of Juvenile Court, up to twenty-one (21) years of age.
- 2.11 Promising Practice: A model, program, or activity with evidence of effectiveness

in small-scale interventions or with potential to generate actionable data that could assist in taking the practice to scale and generalizing the results to diverse populations and settings.

- 2.12 Safety Goal: Behaviorally-based statements using non-judgmental language and describing specific actions the parents and network will demonstrate to create and sustain child safety.
- 2.13 Safety Organized Practice (SOP): A holistic approach to collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their support network of friends and family, and SSA. SOP utilizes strategies and techniques in line with the belief that a child and his or her family are the central focus and that the partnership exists in an effort to find solutions that ensure safety, permanency, and well-being for children.
- 2.14 Telehealth Services: Telehealth services which must be conducted subject to the State of California Board of Behavioral Sciences (BBS) Standards of Practice statues and regulations for Telehealth, and in compliance with the Business and Professions Code 2290.5.
- 2.15 Trauma-Focused Cognitive Behavioral Therapy (TF-CBT): A component-based treatment model that incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse victims and their families. This model aids families in their recovery from trauma and grief in a time-limited fashion.

3. GOALS AND OUTCOME OBJECTIVES

CONTRACTOR shall achieve the following goals and outcome objectives for PE Services during each fiscal year of this Contract:

3.1 Goals

3.1.1 COUNTY and CONTRACTOR mutually agree and understand that the primary goal for Parent Education (PE) Services is to assist families and NMDs who are at-risk or have a history of abuse and/or neglect to strengthen their relationships and support successful family maintenance and/or reunification.

- 3.1.2 CONTRACTOR shall provide high quality PE Services that are responsive to the needs of the family with children who are at risk or have a history of child abuse and/or child maltreatment.
 - 3.1.3 CONTRACTOR shall use family-focused, strength-based, needs-driven, team-oriented strategies to contribute to the reunification of children with their parents.
 - 3.2 Outcomes:
 - 3.2.1 A minimum of seventy percent (70%) of parents who begin PE Services will complete these services;
 - 3.2.2 A minimum of ninety percent (90%) of parents who accept PE Services will begin services within thirty (30) days from referral dates; and
 - 3.2.3 Clients who complete PE Services will demonstrate increased Knowledge of Parenting and Child Development and build Social Connections, as identified by the Strengthening Families Protective Factors described in Subparagraphs 5.1 and 5.2 of this Attachment B.
- 4. HOURS OF OPERATION
 - 4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, seventy-five percent (75%) of contracted services must be available in the evening hours of 4p.m. to 8p.m., Monday through Friday, and at least four (4) hours on Saturdays, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
 - 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment B, no later than fourteen (14) calendar days before the requested holiday. Any unauthorized

closure shall be deemed a material breach of this Contract, pursuant to Paragraph 18, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

5.1 SSA, in partnership with community agencies, has embraced a model of community-based, family driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families model identifies five (5) Protective Factors (“Strengthening Families Protective Factors”), described below in Subparagraph 5.2 of this Attachment B, that have been identified in preventing the risk of child abuse and neglect.

CONTRACTOR shall:

5.2 Incorporate the Strengthening Families Protective Factors into Parent Education Services that have been identified in preventing the risk of child abuse and neglect, which include:

5.2.1 Social Connections: Isolated families lead to a higher risk of child abuse. Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.

5.2.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.

5.2.3 Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.

5.2.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.

5.2.5 Parental Resilience: This involves bouncing back from difficulties, i.e., recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.

5.3 Use evidence-informed or evidence-based practices such as TF-CBT to meet

PARENT needs and address PARENT symptoms.

5.4 Deliver PE services using the following principles:

5.4.1 Actively engage PARENTS to maintain required program participation;

5.4.2 Identify barriers to participation, including, but not limited to, those relating to mental health, substance abuse issues, and domestic abuse, and communicate information to the ASW for follow-up action;

5.4.3 Ensure PARENTS with a limited English vocabulary are placed in an environment that will facilitate their commitment to complete the program;

5.4.4 Maximize opportunities to provide integrated, coordinated and easily accessible resources for PARENTS;

5.4.5 Identify and provide community-based and integrated services that coordinate federal, State, and local funding opportunities; and

5.4.6 Ensure services are outcome-driven with indicators that accurately reflect PARENTS' progress towards Contract deliverables.

6. SERVICES

CONTRACTOR shall:

6.1 Teach PE curriculum in English, Spanish, and Vietnamese based on the needs of PARENTS. CONTRACTOR shall complete PE curriculum in three (3) classes, within sixty (60) days of the referral stamp date or as otherwise approved by ADMINISTRATOR. Each class shall be two (2) hours in duration.

6.2 Provide classes with a Parent Educator to PARENT ratio of no more than one (1) teacher to fifteen (15) Parents (1:15).

6.3 Include in the PE curriculum the Injury and Violence Prevention Program and the following components, per WIC Section 16507.7:

6.3.1 Building self-esteem, including, but not limited to, PARENTS building a positive parental identity and building the self-esteem of their children;

6.3.2 Handling stress and anger;

6.3.3 The growth and development of children, including, but not limited to, safety, nutrition, and health;

6.3.4 Developing and increasing communication skills in order that a PARENT may learn to listen to and speak with his or her child or children;

- 6.3.5 Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect; and
- 6.3.6 Demonstrating respect for, and sensitivity to, cultural differences in child rearing practices in addressing the topics listed in Subparagraphs 6.3.1 through 6.3.6 of this Attachment B.
- 6.4 Provide face-to-face contact as the first and primary choice for conducting Parent Education services with CLIENTS.
 - 6.4.1 On a case-by-case basis, CONTRACTOR may provide Telehealth Services as defined in Subparagraph 2.14 of this Attachment B as an alternative to face-to-face contact and only with written pre-authorization from RDM and concurrence from the ASW.
- 6.5 Provide a schedule of all PE classes to RDM, and any change to the established schedule must be reported as soon the update is implemented. Upon approval of ADMINISTRATOR, additional classes may be added to the current PE curriculum.
- 6.6 Provide a copy of the PE curriculum upon request by ADMINISTRATOR.
- 6.7 Deliver new Evidence-Based and/or Promising Practice PE curriculum(s) that may become available during the term of this Contract by the California Evidence-Based Clearinghouse for Child Welfare.
- 6.8 Protective Factors Pre- and Post-Test Surveys
 - 6.8.1 CONTRACTOR shall conduct Protective Factors Pre- and Post-Test Surveys to assess and measure PARENT's progress. CONTRACTOR shall:
 - 6.8.1.1 Conduct the Protective Factors Pre-Test Survey during the PARENT's first class and the Post-Test Survey at the end of the last class.
 - 6.8.1.2 Measure progress by ensuring the PARENTS complete the Protective Factors Pre- and Post-Test Surveys and/or other ADMINISTRATOR's approved evaluation tools to capture the five (5) Protective Factors as described in Subparagraph 5.2 of this Attachment B.

6.8.1.3 Submit the Protective Factors Pre- and Post-test Surveys and/or ADMINISTRATOR's approved evaluation tool(s) to RDM within fifteen (15) calendar days of termination of services or as otherwise upon request of ADMINISTRATOR.

6.9 Community Resource Linkage

6.9.1 CONTRACTOR shall assess PARENT's specific needs on an ongoing basis. CONTRACTOR shall:

6.9.1.1 Link PARENTS to appropriate community resources, including the nearest Family Resource Center;

6.9.1.2 Follow up with the PARENTS regarding the outcomes of the community resource referrals given and document those outcomes in Case Notes and Termination Report (TR); and

6.9.1.3 Link PARENTS to appropriate community resources at termination of services. Resources provided must be clearly documented on Case Notes and TR.

6.10 Case Management

Contractor's case management responsibilities include, but are not limited to, the following:

6.10.1 Preparation, revision and extension requests of ATPs and TRs.

6.10.2 Completion and filing of Case Notes on a standardized form approved by ADMINISTRATOR.

6.10.3 Telephone consultation with CLIENT(S) and/or COUNTY staff.

6.10.4 Monthly progress telephone calls to the ASW by the tenth (10th) business day of the month regarding the status of service delivery for each CLIENT served during the preceding month.

6.10.4.1 Progress telephone calls are not required in the month when an Extension Request form or TR is completed.

6.10.4.2 All telephone calls to ASW must be documented in CONTRACTOR's file.

6.10.4.3 If a voice message is required, CONTRACTOR shall leave a detailed status update message including the number of completed

sessions, CLIENT's overall progress towards goals, motivation to participate in services, and any other relevant information that would assist ASW to determine CLIENT's progress in addressing the concerns outlined on the referral.

6.10.5 Engagement/Re-engagement Outreach and Strategies which include, but are not limited to, the following:

6.10.5.1 Telephone contacts and/or text messages to remind CLIENTS about appointments;

6.10.5.2 Mailers;

6.10.5.3 Flexible office hours to accommodate class schedules;

6.10.5.4 Educate and motivate CLIENTS to commit to the program with full participation; and

6.10.5.5 Work collaboratively with each CLIENT to identify barriers to participation, develop strategies to overcome barriers, and assess the need for PE Services, as described in Subparagraph 6.3 of this Attachment B.

6.11 Case Records

CONTRACTOR shall:

6.11.1 Prepare and maintain CLIENT case records on each CLIENT served, and dates and type of services provided under the terms of this Contract, in a format acceptable to ADMINISTRATOR.

6.11.1.1 All records shall be maintained in English, and English translation of all correspondence and forms shall be maintained in the case file for audits and UR.

6.11.1.2 CONTRACTOR shall file records in chronological order by open and closed cases, and label with case names and case numbers.

6.11.2 Prepare a separate case file for each referral received. Records and documentation prepared by CONTRACTOR shall be typewritten or written legibly, and shall include, but not be limited to:

6.11.2.1 CLIENT's name, address, phone number, and employment information;

- 6.11.2.2 Names, birth dates, and sex of all family members;
- 6.11.2.3 Referral Form and any referral documentation provided by ADMINISTRATOR;
- 6.11.2.4 Orientation packet;
- 6.11.2.5 Protective Factors Pre-Test and Post-Test Surveys;
- 6.11.2.6 TR;
- 6.11.2.7 Case Notes;
- 6.11.2.8 Copy(ies) of No Show (NS) letter(s);
- 6.11.2.9 Copy(ies) of Special Incident Report(s);
- 6.11.2.10 Case staffing;
- 6.11.2.11 Follow-up documentation for referrals to community resources;
and
- 6.11.2.12 Fee assessment/financial information forms.

6.12 Court Services

- 6.12.1 Court Letters: When authorized by ADMINISTRATOR, CONTRACTOR shall prepare Court Letters for the purpose of informing the COUNTY and Orange County Juvenile Court the status of the PARENT's progress. The requested content of a Court Letter may vary and is determined by the ASW and/or Juvenile Court.
- 6.12.2 Juvenile Court Testimony: CONTRACTOR shall appear in Juvenile Court prepared to testify, and/or to produce pertinent case records on matters regarding PARENTS served, when requested by SSA.

6.13 NS Policy and Reinstatement Procedures

A missed appointment is a NS, subject to the policy below. CONTRACTOR shall consider all missed appointments as a NS, regardless of the PARENT's excuse, unless the PARENT calls CONTRACTOR at least twenty-four (24) hours in advance to provide notice of their absence.

- 6.13.1 CONTRACTOR shall comply with the following NS policy:
 - 6.13.1.1 Document and notify the ASW by telephone within twenty-four (24) hours of NS.
 - 6.13.1.2 Notify both PARENT and ASW by written NS letter in the

appropriate primary language on a form approved by RDM, within forty-eight (48) hours of NS.

6.13.1.3 Serve the remaining PARENT in a multiple-PARENT referral if one (1) of the PARENTS is a NS. CONTRACTOR shall contact the ASW to review status of referral.

6.13.1.4 Suspend services for PARENT after the third (3rd) NS. CONTRACTOR shall notify the ASW of the suspension by telephone within twenty-four (24) hours and by written letter within forty-eight (48) hours of NS. CONTRACTOR shall inquire whether the PARENT should be reinstated.

6.13.2 Reinstatement procedures are as follows:

6.13.2.1 If the ASW reinstates the PARENT, RDM will provide written confirmation of reinstatement approval to CONTRACTOR.

6.13.2.2 If the ASW does not reinstate the PARENT within ten (10) calendar days of the third NS, CONTRACTOR shall terminate the referral.

6.13.2.3 CONTRACTOR shall not receive compensation for services provided after the third NS, and before the written confirmation of reinstatement approval is on file with CONTRACTOR.

6.14 Termination of Services and TR

6.14.1 CONTRACTOR shall terminate services to PARENT:

6.14.1.1 Upon completion of services;

6.14.1.2 Following the third NS without reinstatement;

6.14.1.3 Without services being initiated and CONTRACTOR does not receive any response from PARENT; or

6.14.1.4 Upon written notice by ADMINISTRATOR, COUNTY shall not be responsible for payment of any PE services or other previously approved referral activities provided to a PARENT after ADMINISTRATOR has provided CONTRACTOR with such notice.

6.14.2 The TR, along with the Protective Factors Pre- and Post-Test Surveys

and/or ADMINISTRATOR's approved evaluation tool, shall be submitted to RDM within fifteen (15) calendar days of termination of services.

6.14.3 The TR shall include the following:

6.14.3.1 The topics covered;

6.14.3.2 Number of classes completed; and

6.14.3.3 All community resources and referrals given by CONTRACTOR to PARENT.

6.14.4 PE Services will be terminated sixty (60) days from the referral stamp date, or as determined by ADMINISTRATOR.

6.15 Financial Assessment

6.15.1 CONTRACTOR shall conduct a Financial Assessment with PARENTS using a sliding fee schedule provided by ADMINISTRATOR to determine fees that PARENTS may be able to pay, for services received.

6.16 Additional Responsibilities

6.16.1 CONTRACTOR shall provide services which are required under the terms of this Contract only to PARENTS referred by SSA and in accordance with referral procedures provided by RDM. Unless prior authorization is granted by SSA, all services under this Contract must be provided at CONTRACTOR's place(s) of business.

6.16.2 Meet or exceed outcome objectives as described in Subparagraph 3.2 of this Attachment B.

6.16.3 CONTRACTOR may provide PE services to individuals similar to the Population to be Served under this Contract, provided those services:

6.16.3.1 Do not interfere with CONTRACTOR's duties under this Contract; and

6.16.3.2 CONTRACTOR gives priority to CLIENTS for appointments during the office hours of 4 p.m. to 8 p.m., Monday through Friday, and at least a four (4) hour period on Saturdays.

6.16.4 CONTRACTOR shall not provide services to a PARENT under a separate agreement while providing the same services to the same PARENT under this Contract.

6.16.5 CONTRACTOR shall not provide any type of transportation to PARENTS under this Contract.

7. FACILITIES

7.1 Services under this Contract shall be provided at the following locations:

[CONTRACTOR's Name]

[Street Address]

[City, State, Zip Code]

7.2 CONTRACTOR shall have a facility located in Orange County, California, where services shall be provided.

7.3 The facility must provide private room to ensure confidentiality is maintained for PARENTS.

7.4 Facility's location shall preferably be within 880 yards (1/2 mile) of a bus stop and other form of affordable transportation.

7.5 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

8. REPORTING REQUIREMENTS

8.1 CONTRACTOR shall submit monthly statistical reports for PE Services to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following:

8.1.1 Total number of new PARENTS referred and the referral source;

8.1.2 Number of PARENTS beginning service;

8.1.3 Number of PARENTS completing service;

8.1.4 Number of PARENTS terminated and reasons for termination;

8.1.5 Number of active cases at the end of the month;

8.1.6 Number of cases closed during the month; and

8.1.7 Submit any pertinent information regarding the program's progress prepared in a format approved by ADMINISTRATOR.

8.2 If PARENT displays unusual, aggressive, or high-risk behavior or there are any

injuries during the service delivery, CONTRACTOR shall notify the ASW or the CFS Officer of the Day immediately by telephone, and submit a written Special Incident Report to ADMINISTRATOR within twenty-four (24) hours on a form approved by ADMINISTRATOR.

9. MEETINGS

9.1 CONTRACTOR shall participate in CFT Meetings at the request of the ASW, with prior written authorization from ADMINISTRATOR.

9.2 CONTRACTOR shall attend Contractors' Forums as requested by ADMINISTRATOR.

10. UTILIZATION REVIEW (UR)

10.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

10.2 ADMINISTRATOR may conduct a UR at CONTRACTOR's facility referenced in Paragraph 7.1 of this Attachment B, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide verbal and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

10.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Contract.

11. COMPENSATION

11.1 COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Contract. CONTRACTOR agrees to provide services requested, as determined by COUNTY,

at fees specified in this Contract, regardless of the quantity of referrals received.

11.2 CONTRACTOR shall be paid monthly in arrears, twenty dollars (\$20) for each PE Services class a PARENT completes.

11.3 In order to receive compensation, CONTRACTOR shall submit Receipt for Services forms for services rendered.

12. STAFFING REQUIREMENTS

12.1 Parent Educator

Minimum Qualifications

12.1.1 Bachelor's degree in psychology, sociology, social work, or a related field;
and

12.1.2 One (1) year of experience in the human service field providing direct services.

12.2 Second Language Capabilities

12.2.1 CONTRACTOR shall ensure a minimum of forty percent (40%) of PE service staff is bilingual and proficient in English and Spanish or as approved by ADMINISTRATOR. If CONTRACTOR has more than one (1) service location, the bilingual Spanish staff shall be assigned to all service locations as needed.

12.2.2 CONTRACTOR shall ensure a minimum of ten percent (10%) of PE Services staff is bilingual in English and Vietnamese, or as needed. If CONTRACTOR has more than one (1) service location, the bilingual Vietnamese staff shall be assigned to all service locations as needed.

12.2.3 CONTRACTOR shall make reasonable efforts in hiring and retaining Parent Education staff who are proficient in other languages to meet the need of the population to be served as determined by ADMINISTRATOR.

12.2.4 CONTRACTOR shall present language proficiency verification to ADMINISTRATOR, upon request.

13. TRAINING

13.1 CONTRACTOR's Parent Educator(s) shall be trained and able to demonstrate competence in the PE course content prior to teaching as a Parent Educator.

13.2 CONTRACTOR's Parent Educator(s) of each parenting course shall have training

in the prevention of child abuse and neglect and parenting techniques yearly.

13.3 CONTRACTOR's Parent Educators shall participate in any trainings facilitated by COUNTY as deemed necessary to ensure more effective service delivery.

13.4 COUNTY will not reimburse CONTRACTOR for training expenses, continuing education, or licensure expenses incurred by CONTRACTOR throughout the term of this Contract.

14. QUALITY ASSURANCE/QUALITY CONTROL

14.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

14.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;

14.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;

14.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and

14.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

ATTACHMENT C**SCOPE OF WORK – SEXUAL ABUSE COUNSELING SERVICES****FOR THE PROVISION OF COUNSELING AND PARENT EDUCATION SERVICES****1. POPULATION TO BE SERVED**

- 1.1 CONTRACTOR shall provide services to individuals (“CLIENTS”) and families (“FAMILY” or “FAMILIES”) referred by the Social Services Agency (SSA). FAMILIES include persons SSA determines to be families with children, ages birth (0) through seventeen (17) years, or Non-Minor Dependents (NMDs) who are at risk of, or have a history of, sexual abuse and/or maltreatment, including victims of Commercial Sexual Exploitation and children identified as high risk for Commercial Sexual Exploitation (CSEC).
- 1.2 CONTRACTOR shall render individual, family/conjoint, and/or group sexual abuse counseling services to the following:
 - 1.2.1 The victim;
 - 1.2.2 The sibling(s);
 - 1.2.3 The non-offending parent;
 - 1.2.4 The caregiver;
 - 1.2.5 The perpetrator who lives in the same home as the victim; and
 - 1.2.6 The perpetrator who does not live in the same home as the victim but for whom SSA services are mandated.
- 1.3 FAMILIES referred by SSA include:
 - 1.3.1 FAMILIES who are under the Jurisdiction of the Juvenile Court due to allegations of sexual abuse and who may be involved in criminal proceedings.
 - 1.3.2 FAMILIES working with Children and Family Services (CFS) on a voluntary basis.

2. DEFINITIONS

- 2.1 Assigned Social Worker: A Children and Family Services Senior Social Worker assigned to the referred client’s Juvenile Court case.
- 2.2 Assessment and Treatment Plan (ATP): The ATP is an outcome-oriented, written

statement containing problem identification and measurable goals in behavioral terms with the specific interventions to be used during the service period. The goals in the ATP should be consistent with the reason(s) for referral.

- 2.3 Children and Family Services (CFS): The division in the SSA that provides services to protect children from abuse and neglect, and at-risk FAMILIES.
- 2.4 Child Family Team (CFT) Meetings: A meeting of a group of individuals convened by SSA, who are engaged through a variety of team-based processes to identify the strengths and needs of the child/youth and his or her family to help achieve positive outcomes for safety, permanency, and well-being.
- 2.5 Culturally Responsive: To possess a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.6 Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5): Handbook and authoritative guide used by health care professionals in the diagnosis of mental disorders; it contains descriptions, symptoms, and other criteria for diagnosing disorders.
- 2.7 FAMILY(ies): Families eligible to receive services from CFS pursuant to State regulations and County policies.
- 2.8 Harm Statements: Behaviorally-based statements using non-judgmental language and describing past actions/inaction by the caregiver that have hurt the child either physically, sexually, developmentally, or emotionally. Harm statements describe the caregiver's behavior and the impact on the child.
- 2.9 Non-Minor Dependent (NMD): Pursuant to WIC Section 11400(v), a foster youth who has attained the age of eighteen (18) years while in foster care and has an open case with the Juvenile Court who may remain under the jurisdiction of Juvenile Court, up to twenty-one (21) years of age.
- 2.10 Safety Goal: Behaviorally-based statements using non-judgmental language and

describing specific actions the parents and network will demonstrate to create and sustain child safety.

- 2.11 Safety Organized Practice (SOP): A holistic approach to collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their support network of friends and family, and SSA. SOP utilizes strategies and techniques in line with the belief that a child and his or her family are the central focus and that the partnership exists in an effort to find solutions that ensure safety, permanency, and well-being for children.
- 2.12 Telehealth Services: Telehealth services which must be conducted subject to the State of California Board of Behavioral Sciences (BBS) Standards of Practice statues and regulations for Telehealth, and in compliance with the Business and Professions Code 2290.5.
- 2.13 Trauma-Focused Cognitive Behavioral Therapy (TF-CBT): A component-based treatment model that incorporates trauma-sensitive interventions with cognitive, behavioral, family and humanistic principles and techniques to provide a structure addressing the multi-faceted needs of sexual abuse victims and their families.

3. GOALS AND OUTCOME OBJECTIVES

Contractor shall achieve the following goals and outcome objectives for SAC Services during each fiscal year of this Contract:

3.1 Goals

- 3.1.1 CONTRACTOR understands and agrees that the primary goal for Sexual Abuse Counseling (SAC) Services is to assist CLIENTS at risk or with a history of abuse and/or neglect to strengthen their relationships and support successful family maintenance and/or reunification.

3.2 Outcomes

- 3.2.1 A minimum of seventy percent (70%) of CLIENTS who begin SAC Services will complete services;
- 3.2.2 A minimum of eighty percent (80%) of CLIENTS completing SAC Services will demonstrate improvement or achievement of their counseling goals developed in collaboration with the ASW;
- 3.2.3 A minimum of ninety percent (90%) of CLIENTS who accept SAC Services

will begin Intake Assessment within thirty (30) days from referral dates;
and

- 3.2.4 Clients who complete SAC Services will increase Parental Resilience and Knowledge of Parenting and Child Development, as identified by the Strengthening Families Protective Factors described in Subparagraphs 6.1 and 6.4 of this Attachment C.

4. WORKLOAD STANDARDS

- 4.1 For purposes of this Contract, CONTRACTOR and ADMINISTRATOR agree to the following:

4.1.1 Each person served shall be counted as one (1) CLIENT; and each hour of in-office or pre-authorized telehealth individual or family/conjoint counseling shall be counted as one (1) service hour regardless of the number of CLIENTS/FAMILIES being served.

4.1.2 Each ninety (90) to one hundred and twenty (120) minutes of group counseling provided shall be counted as one (1) service session regardless of how many CLIENTS/FAMILIES are being served.

4.1.3 Individual and group counseling shall be provided only to referred CLIENTS. Family/conjoint counseling must have at least one (1) referred CLIENT in each counseling session.

- 4.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph 4 and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR.

5. HOURS OF OPERATION

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, seventy-five percent (75%) of contracted services must be available in the evening hours of 4p.m. to 8p.m., Monday through Friday, and at least four (4) hours on Saturdays, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

5.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule

which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 5.1 of this Attachment C, no later than fourteen (14) calendar days before the requested holiday. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 18, and shall not be reimbursed.

6. GENERAL REQUIREMENTS

CONTRACTOR shall:

- 6.1 Identify and provide individualized, family-friendly, family-centered, trauma and evidence-informed SAC Services to CLIENTS/FAMILIES, designed to be age-appropriate for all referred age groups (e.g., play therapy, cognitive-behavioral therapy, etc.). Services shall also be culturally responsive to those served and responsive to all types of family units. SSA, in partnership with community agencies, has embraced a model of community-based, family-driven, collaborative service delivery. In keeping with these practices, SSA has adopted a nationally recognized model to frame outcomes and evaluation. Developed by the Center for Social Policy, the Strengthening Families model identifies five (5) Protective Factors ("Strengthening Family Protective Factors"), described below, that have been identified in preventing the risk of child abuse and neglect.
- 6.2 Provide expert treatment services for sibling perpetrators, adolescent perpetrators, female perpetrators, male perpetrators, female victims, male victims, non-offending parents or parties, victims of human trafficking, perpetrators of human trafficking, or groups treating various degrees of sexual abuse victimization.
- 6.3 Address physical abuse, general neglect, emotional abuse, domestic violence, sexual abuse, trauma, substance abuse, and mental health issues, as identified by the ASW. Services shall address common problems including, but are not limited to, inadequate housing, poor nutrition, and lack of basic needs (food, utilities, etc.).
- 6.4 Incorporate the following Strengthening Family Protective Factors into SAC

Services that have been identified in preventing the risk of child abuse and neglect:

- 6.4.1 Social Connections: Isolated families lead to a higher risk of child abuse. Families need to build trusting relationships and connect with others to strengthen parenting skills and decrease risk of abuse.
- 6.4.2 Knowledge of Parenting and Child Development: This leads to appropriate expectations and the use of more developmentally appropriate guidance techniques.
- 6.4.3 Social and Emotional Competence of Children: Children who are educated about identifying feelings, empathizing with others, sharing emotions appropriately, and problem-solving, have more positive interactions with others.
- 6.4.4 Concrete Support in Times of Need: Immediate support and resources should be provided when a family is in crisis.
- 6.4.5 Parental Resilience: This involves bouncing back from difficulties, i.e. recognizing challenges/feelings in difficult times, and the ability to have hope, problem-solve, and take action.
- 6.5 Use clinically appropriate evidence-informed or evidence-based practices, including, but not limited to TF-CBT to meet CLIENT needs and address CLIENT/FAMILY symptoms.
- 6.6 Deliver SAC Services using the following principles:
 - 6.6.1 Actively engage CLIENTS/FAMILIES to maintain required program participation;
 - 6.6.2 Identify barriers to program participation, including, but not limited to, those relating to mental health, substance abuse issues, and domestic abuse, and communicate information to the ASW for follow-up action;
 - 6.6.3 Ensure CLIENTS/FAMILIES with a limited English vocabulary are placed in an environment that will facilitate their commitment to complete the program;
 - 6.6.4 Maximize opportunities to provide integrated, coordinated and easily accessible resources for CLIENTS/FAMILIES;
 - 6.6.5 Identify and provide community-based and integrated services that

coordinate federal, state and local funding opportunities; and

- 6.6.6 Provide outcome-driven services with indicators that accurately reflect CLIENTS'/FAMILIES' progress towards Contract deliverables.
- 6.7 Provide high quality SAC Services that are responsive to the needs of CLIENTS/FAMILIES who are at risk or have a history of child abuse and/or child maltreatment.
- 6.8 Use family-focused, strength-based, trauma-informed, safety and needs-driven, and team-oriented strategies to contribute to the reunification of children with their parents.

7. SERVICE REQUIREMENTS

SAC Services shall assist CLIENTS/FAMILIES in identifying and understanding problems that led to CFS involvement, including, but not limited to, abuse and/or neglect, chemical abuse, and domestic violence, to achieve treatment goals, and modify behavior. Services shall be available in English, Spanish, and Vietnamese pursuant to Subparagraph 13.6 of this Attachment C. All services provided require written pre-authorization in the form of a referral by the CFS Resource Development and Management (RDM) program prior to any services being rendered. CONTRACTOR shall provide the following services:

7.1 Intake and Assessment

- 7.1.1 CONTRACTOR shall conduct a face-to-face Intake Interview, or via Telehealth as approved by ADMINISTRATOR, with CLIENT/FAMILY within thirty (30) days of the referral stamp date.
- 7.1.2 CONTRACTOR shall obtain RDM approval for an extension to the Intake Interview timeframe.
- 7.1.3 CONTRACTOR may use a maximum of three (3), fifty (50) minute Intake sessions per CLIENT to complete the Intake.
- 7.1.4 Sessions associated with completing the Intake Assessment are independent of any sessions providing direct counseling services and will not be included in the count toward the twenty (20) maximum number of counseling sessions as described in Subparagraph 7.4 of this Attachment C.
- 7.1.5 Conduct intake and assessment during the Intake Interview in a collaborative manner with the CLIENT/FAMILY to gather the information

required for clinical evaluation and assessment, including:

7.1.5.1 Review of the Harm and Danger Statements and Safety Goal with the CLIENT/FAMILY;

7.1.5.2 Prepare a written statement documenting the Social and Family History as described in Subparagraph 7.2 of this Attachment C;

7.1.5.3 Complete the Assessment and Treatment Plan (ATP) report as described in Subparagraph 7.3 of this Attachment C; and

7.1.5.4 Complete the Protective Factors Pre-Test Survey as described in Subparagraph 7.6 of this Attachment C.

7.1.6 Identify behavior and problems, classified in the DSM-5, or current revision thereof, of mental health, substance abuse, or domestic violence issues, which endanger or place the child(ren) at risk of abuse and/or neglect, and determine appropriate treatment plan for such behaviors. If domestic violence, suicidal ideation, substance abuse or other dangerous behaviors are identified, then CONTRACTOR shall develop a safety plan with CLIENT/FAMILY to address any immediate and/or ongoing concerns.

7.1.7 Integrate a SOP approach, as defined in Subparagraph 2.11 of this Attachment C, and incorporate this approach into the treatment plan.

7.1.8 Provide an orientation to explain the rules and expectations of the program, including, but not limited to, the relationship of CONTRACTOR's services with ADMINISTRATOR, child abuse reporting, no show and termination policies, services provided, emergency procedures, confidentiality, and scheduling of appointments. CONTRACTOR shall provide CLIENT/FAMILY with an information packet in CLIENT's/FAMILY's primary language that contains all materials covered in this orientation, as available.

7.2 Social and Family History

7.2.1 CONTRACTOR shall prepare a written statement documenting the social and family history relevant to the issues stated on the referral form, which includes obstacles to treatment and motivation of the CLIENT/FAMILY. Social and family history shall include psycho-social family history, trauma

history assessment, mental status exam, substance abuse and domestic violence evaluations.

7.3 Assessment and Treatment Plan (ATP)

CONTRACTOR shall:

7.3.1 Draft an ATP containing changes in CLIENT's/FAMILY's behavior necessary to achieve the treatment goals developed collaboratively with CLIENT/FAMILY during assessment; type and length of intervention planned; summary of contacts made during assessment; CLIENT's/FAMILY's strengths, safety network, and community resource linkages.

7.3.1.1 One (1) original individualized ATP is required for each referral.

7.3.1.2 If the referral is for multiple individuals in the family, one (1) ATP will be required with separate goals for each person.

7.3.2 Keep a copy of the ATP in the CLIENT's/FAMILY's file at all times.

7.3.3 Submit original ATP to RDM no later than sixty (60) calendar days from the referral stamp date. Counseling referrals shall become inactive if the ATP is not received within sixty (60) calendar days, unless prior authorization is granted by RDM as indicated in Subparagraph 7.3.4.

7.3.4 Request RDM approval for an extension to the ATP due date when needed. Request must be made before the due date.

7.3.5 Complete a revised ATP, upon request of the ASW, if the original ATP had already been submitted. The ASW must concur with the revised goals or plan prior to implementing the change. The revised ATP must be submitted to RDM within fourteen (14) calendar days. A revised ATP shall not extend the twenty (20) sessions service period.

7.4 SAC Services

CONTRACTOR shall:

7.4.1 Initiate SAC Services within seven (7) calendar days after completion of the Intake Interview and shall end with a maximum of twenty (20) sessions or when the CLIENT/FAMILY has achieved their treatment goals, whichever comes first.

- 7.4.1.1 Additional CLIENTS may be served if approved by RDM.
- 7.4.1.2 CONTRACTOR may request add-on CLIENTS via an Authorization for Pre-Approved Specialized Services form.
- 7.4.2 Provide SAC Services within a six (6) month period from the referral stamp date.
 - 7.4.2.1 The "authorization approval date" means the referral stamp date provided by ADMINISTRATOR.
 - 7.4.2.2 The "authorization end date" means six (6) months from the referral stamp date.
- 7.4.3 Obtain prior written authorization from RDM for any additional SAC sessions, as referenced in Subparagraph 7.14 of this Attachment C.
- 7.4.4 Provide CLIENTS with a combination of individual, conjoint/family, and/or group counseling, based on documented need as submitted on the referral and in consultation with the ASW, for up to twenty (20) sessions within the six (6) month service period. Each session will consist of fifty (50) minutes of direct SAC Services and ten (10) minutes of case administration.
 - 7.4.4.1 Individual counseling means one (1) CLIENT listed on the referral form.
 - 7.4.4.2 Conjoint counseling means two (2) CLIENTS, not the child, listed on the referral form.
 - 7.4.4.3 Family counseling means at least one (1) parent/caregiver and at least one (1) child listed on the referral form.
 - 7.4.4.4 Group counseling means a minimum of two (2) and maximum of fifteen (15) unrelated CLIENTS referred by ADMINISTRATOR for counseling in a group setting.
 - 7.4.4.5 Face-to-face contact is the first and primary choice for conducting counseling services with CLIENTS/FAMILIES.
 - 7.4.4.6 On a case-by-case basis, CONTRACTOR may provide Telehealth Services as defined in Subparagraph 2.12 of this Attachment C as an alternative to face-to-face contact and only with written pre-

authorization from RDM and concurrence from the ASW.

7.4.5 Provide SAC Services at CONTRACTOR's office location(s), as indicated in Subparagraph 8.1 of this Attachment C unless prior authorization is granted by SSA.

7.4.6 Individual and Family/Conjoint Counseling

7.4.6.1 Family/Conjoint counseling shall be utilized as a direct method to identify and modify the dysfunctional interaction problems that underlie sexual abuse.

7.4.6.2 The primary goal shall be to restructure the family by altering its hierarchies, systems, and boundaries. Restructuring techniques include joining, accommodating, enactment, and retraining.

7.4.6.3 If the adults are in the family/conjoint modality, then the children in the FAMILY may be treated by the same counselor.

7.4.6.4 If the adults are in the individual counseling modality, then the children in the FAMILY shall not be treated by the same counselor.

7.4.6.5 For any modality, the perpetrator in the FAMILY shall not be treated by the same counselor treating the victim(s) in that FAMILY, and shall not receive treatment on the same days as victims, their siblings, or the non-offending FAMILY.

7.4.6.6 A child perpetrator who resides with the victim(s) may be scheduled for services on the same day as the victim(s) and/or the non-offending FAMILY.

7.4.7 Group Counseling

7.4.7.1 Group counseling shall be divided into perpetrator groups, non-offending parent groups, latency age victim groups, adolescent victim groups, parenting groups, behavioral skills groups, non-offending men's groups, multiple family groups, sexual education groups for mothers and daughters, commercially sexually exploited groups and substance abuse groups. Any exceptions must be approved in advance by ADMINISTRATOR.

- 7.4.7.2 Groups for sexual abuse victims and sexual abuse perpetrators shall be conducted at different times. CONTRACTOR shall ensure that these CLIENTS do not have contact with each other.
 - 7.4.7.3 Group counseling shall include a minimum of two (2) unrelated CLIENTS and a maximum of twelve (12) unrelated CLIENTS. The CLIENT in group counseling cannot have related cases or family members.
 - 7.4.7.4 Groups shall be available in the languages of English and Spanish, and, as needed, in Vietnamese.
 - 7.4.7.5 Group modules shall be twelve (12) weeks in duration, or as otherwise designated by ADMINISTRATOR, and CLIENTS may attend more than one (1) group.
 - 7.4.7.6 Groups of seven (7) CLIENTS or less require only one (1) Licensed Therapist and/or Registered Intern. Groups of eight (8) to twelve (12) CLIENTS shall be co-led by at least two (2) Licensed Therapists and/or Registered Interns.
- 7.5 Community Resource Linkage
- CONTRACTOR shall:
- 7.5.1 Assess CLIENT's/FAMILY's specific needs on an ongoing basis and shall provide referrals to appropriate community resources, to include the nearest Family Resource Center throughout the course of services, and upon termination of services.
 - 7.5.2 Follow up with CLIENTS/FAMILIES to ensure referrals provided were utilized.
 - 7.5.3 Clearly document on the ATP, Case Notes and Termination Report (TR), resource linkages provided to CLIENTS/FAMILIES.
- 7.6 Pre- and Post-Tests:
- 7.6.1 CONTRACTOR shall provide a Pre-Test and Post-Test survey, provided by ADMINISTRATOR, to parents. Survey results shall demonstrate a statistically significant improvement in Parental Resilience, Social-Emotional Competence of Children and Concrete Support in Times of

Need, as described in Subparagraph 6.4 of this Attachment C.

7.6.2 CONTRACTOR shall conduct Pre-Test during the intake interview and Post-Test during the termination session.

7.6.3 CONTRACTOR shall submit Pre-Tests and Post-Tests to ADMINISTRATOR within fifteen (15) calendar days of termination of services along with the completed TR.

7.7 Case Management

CONTRACTOR's case management responsibilities include, but are not limited to, the following:

7.7.1 Preparation, revision and extension requests of ATPs and TRs.

7.7.2 Completion and filing of Case Notes on a standardized form approved by ADMINISTRATOR.

7.7.3 Telephone consultation with CLIENT(S) and/or COUNTY staff.

7.7.4 Monthly progress telephone calls to the ASW by the tenth (10th) business day of the month regarding the status of service delivery for each CLIENT/FAMILY served during the preceding month.

7.7.4.1 Progress telephone calls are not required in the month when an ATP, Revised ATP, Extension Request form, or TR is completed.

7.7.4.2 All telephone calls to ASW must be documented in CONTRACTOR's file.

7.7.4.3 If a voice message is required, CONTRACTOR shall leave a detailed status update message including the number of completed sessions, CLIENT's/FAMILY's overall progress towards goals, motivation to participate in services, and any other relevant information that would assist ASW to determine CLIENT's/FAMILY's progress in addressing the concerns outlined on the referral.

7.7.5 Engagement/Re-engagement Outreach and Strategies which include, but are not limited to, the following:

7.7.5.1 Telephone contacts and/or text messages to remind CLIENTS about appointments;

- 7.7.5.2 Mailers;
- 7.7.5.3 Flexible office hours to accommodate appointments;
- 7.7.5.4 Educate and motivate CLIENTS to commit to the program with full participation; and
- 7.7.5.5 Work together with each CLIENT/FAMILY to identify barriers to participation, develop strategies to overcome barriers, and assess the need for specific SAC Services, as described in Subparagraph 7.4 of this Attachment C.

7.8 Case Records

CONTRACTOR shall:

- 7.8.1 Prepare and maintain CLIENT case records on each CLIENT served, and dates and type of services provided under the terms of this Contract, in a format acceptable to ADMINISTRATOR.
 - 7.8.1.1 All records shall be maintained in English, and English translation of all correspondence and forms shall be maintained in the case file for audits and UR.
 - 7.8.1.2 CONTRACTOR shall file records in chronological order by open and closed cases, and label with case names and case numbers.
- 7.8.2 Prepare a separate case file for each referral received. Records and documentation prepared by CONTRACTOR shall be typewritten or written legibly, and shall include, but not be limited to:
 - 7.8.2.1 CLIENT's name, address, phone number, and employment information;
 - 7.8.2.2 Names, birth dates, and sex of all family members;
 - 7.8.2.3 Referral Form and any referral documentation provided by ADMINISTRATOR;
 - 7.8.2.4 Social and family history;
 - 7.8.2.5 Mental health status exam and substance abuse and domestic violence evaluations;
 - 7.8.2.6 ATP;
 - 7.8.2.7 Orientation packet;

- 7.8.2.8 Protective Factors Pre-Test and Post-Test Surveys;
 - 7.8.2.9 Revised ATP, if applicable;
 - 7.8.2.10 TR;
 - 7.8.2.11 Case Notes;
 - 7.8.2.12 Copy(ies) of No Show (NS) letter(s);
 - 7.8.2.13 Copy(ies) of Special Incident Report(s);
 - 7.8.2.14 Case staffing;
 - 7.8.2.15 Follow-up documentation for referrals to community resources;
and
 - 7.8.2.16 Fee assessment/financial information forms.
- 7.9 Case Review Conference:
- 7.9.1 CONTRACTOR shall conduct monthly Case Review Conferences (CRCs) in which direct service staff will present selected SSA cases for discussion.
 - 7.9.2 Topics to be discussed may include family dynamics, family genogram, case challenges, successful service delivery strategies, resources utilized, and outcomes.
 - 7.9.3 ADMINISTRATOR may attend CRCs on a quarterly basis to provide consultation and assistance in monitoring and determining the focus of programmatic services.
 - 7.9.4 CONTRACTOR shall notify the ASW of the cases to be presented at the CRC at least two (2) weeks in advance of the scheduled meeting.
 - 7.9.5 At minimum, CONTRACTOR shall conduct:
 - 7.9.5.1 Monthly internal monitoring of case files to ensure program compliance and consistent use and documentation of clinical best practices.
 - 7.9.5.2 Monthly staff meetings to coordinate treatment provided to CLIENTS/FAMILIES. The ASW shall be notified and invited to attend two weeks (2) in advance.
 - 7.9.5.3 Bi-monthly group supervision meetings to review the most critical cases. The assigned SSWs shall be notified and invited to attend two weeks (2) in advance.

7.10 Court Services

7.10.1 Court Letters: When authorized by ADMINISTRATOR, CONTRACTOR shall prepare Court Letters for the purpose of informing the COUNTY and Orange County Juvenile Court the status of the CLIENT's progress. The requested content of a Court Letter may vary and is determined by the ASW and/or Juvenile Court.

7.10.2 Juvenile Court Testimony: When requested by SSA or under subpoena, CONTRACTOR shall appear in Juvenile Court prepared to testify on matters regarding CLIENT(S) served and shall produce pertinent case records, when required.

7.11 NS Policy and Reinstatement Procedures

A missed appointment is a NS, subject to the policy below. CONTRACTOR shall consider all missed appointments as a NS, regardless of the CLIENT's excuse, unless the CLIENT calls CONTRACTOR at least twenty-four (24) hours in advance to reschedule an appointment within five (5) calendar days.

7.11.1 CONTRACTOR shall comply with the following NS policy:

7.11.1.1 Document and notify the ASW by telephone within twenty-four (24) hours of NS.

7.11.1.2 Notify both CLIENT and the ASW by sending NS letter in the appropriate primary language on a form approved by RDM, within forty-eight (48) hours of NS.

7.11.1.3 Serve remaining CLIENTS in a multiple-CLIENT referral if one (1) of the CLIENTS is a NS. CONTRACTOR shall contact the ASW to review status of referral.

7.11.1.4 Suspend services for CLIENT after their third NS. CONTRACTOR shall notify the ASW of the suspension by telephone within twenty-four (24) hours and by written letter within forty-eight (48) hours of NS. CONTRACTOR shall inquire with the ASW whether CLIENT should be reinstated.

7.11.2 CONTRACTOR shall not be eligible to receive compensation for services provided after the third NS and before written confirmation of reinstatement

is on file with CONTRACTOR.

7.11.3 Reinstatement procedures are as follows:

7.11.3.1 If the ASW reinstates the CLIENT, RDM will provide written confirmation of reinstatement approval to CONTRACTOR.

7.11.3.2 If the CLIENT is not re-instated within ten (10) calendar days of the third NS, CONTRACTOR shall terminate the referral.

7.12 Termination of Services and TR

7.12.1 Counseling Services shall be terminated:

7.12.1.1 Upon completion of services;

7.12.1.2 Following the third NS without reinstatement;

7.12.1.3 Without services being initiated due to an unresponsive CLIENT as described in Subparagraph 7.12.4 of this Attachment C; or

7.12.1.4 Upon written notice by ADMINISTRATOR. COUNTY shall not be responsible for payment of any SAC Services or other previously approved referral activities provided to CLIENT after ADMINISTRATOR has provided CONTRACTOR with such notice.

7.12.2 The TR, along with the Protective Factors Pre-Test and Post-Test surveys and/or any other ADMINISTRATOR approved evaluation tool, shall be submitted to RDM within fifteen (15) calendar days after termination of services.

7.12.3 The TR shall include a comprehensive summary of all activities within the service period, including:

7.12.3.1 Contacts made with CLIENT, ASW and collateral sources;

7.12.3.2 Copies of all NS letters;

7.12.3.3 Documentation of CLIENT's status in meeting goals and objectives outlined in the ATP with specific descriptive examples of how progress was achieved or not;

7.12.3.4 Community resources given by CONTRACTOR to CLIENT for follow-up services;

7.12.3.5 Identified safety network and any issues for the ASW regarding

- the CLIENT's follow-up needs; and
- 7.12.3.6 Reason the services were terminated.
- 7.12.4 A CLIENT is deemed unresponsive if within a thirty (30) calendar day period CONTRACTOR does not receive any response from the CLIENT after CONTRACTOR has:
- 7.12.4.1 Placed at least three (3) telephone calls to CLIENT;
- 7.12.4.2 Mailed and/or communicated electronically via email or text at least one (1) letter to CLIENT; and
- 7.12.4.3 Contacted the ASW at least once to request assistance in reaching the CLIENT (a voice message to the ASW is acceptable).
- 7.12.5 CONTRACTOR shall document all contacts to CLIENT and ASW in the Case Notes.
- 7.12.6 At the end of the thirty (30) calendar day period without a CLIENT's response, CONTRACTOR shall prepare and submit to RDM a Termination Report – No Intake form.
- 7.12.7 The Termination Report – No Intake form must reach RDM within sixty (60) days of the referral stamp date.
- 7.13 Special Incident Report Requirements:
- 7.13.1 CONTRACTOR shall make direct telephone contact with ASW, ASW's supervisor, or CFS Officer of the Day immediately, Monday through Friday from 8:00 a.m. to 5:00 p.m., but no later than three (3) hours after the incident (voicemail is not acceptable), in the event of any incident of unusual, aggressive, or high-risk behavior by a CLIENT/FAMILY, or any unusual incident experienced by CONTRACTOR as directly related to this Contract, or if there are any injuries suffered by any party in the delivery of services to a CLIENT/FAMILY.
- 7.13.2 Should the incident occur after hours or on weekends, CONTRACTOR shall leave a voicemail message for the ASW and the ASW's supervisor.
- 7.13.3 If the incident does not meet the criteria specified in Subparagraph 7.13.1, CONTRACTOR shall notify the ASW within three (3) hours. Voicemail is acceptable.

- 7.13.4 In the event of an after-hours emergency that requires medical intervention, CONTRACTOR shall call 911 and notify Children and Family Services after-hours emergency phone number, (714) 935-7171.
- 7.13.5 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by ADMINISTRATOR. CONTRACTOR shall submit the Special Incident Report to ASW, ADMINISTRATOR, and CFS Program Liaison within one (1) business day of the incident and must place a copy in the CLIENT's/FAMILY's case file.
- 7.14 Extension Request
- 7.14.1 CONTRACTOR shall make every effort to achieve treatment goals within the initial twenty (20) sessions. However, if extenuating circumstances require up to ten (10) additional sessions of services, CONTRACTOR must submit an Extension Request to RDM at least four (4) sessions in advance of the termination date of the original twenty (20) session service period.
- 7.14.2 CONTRACTOR must receive approval before extending services.
- 7.15 Financial Assessment
- 7.15.1 CONTRACTOR shall conduct a Financial Assessment with adult CLIENTS, using a sliding fee schedule provided by ADMINISTRATOR to determine fees that adult CLIENTS may be able to pay for services received.
- 7.16 Additional Responsibilities
- 7.16.1 CONTRACTOR shall provide services which are required under the terms of this Contract only to CLIENTS/FAMILIES referred by SSA and in accordance with referral procedures provided by RDM.
- 7.16.2 Meet or exceed outcome objectives as described in Subparagraph 3.2 of this Attachment C.
- 7.16.3 CONTRACTOR may provide counseling services to individuals similar to the Population to be Served under this Contract, provided those services:
- 7.16.3.1 Do not interfere with CONTRACTOR's duties under this Contract; and
- 7.16.3.2 CONTRACTOR gives priority to CLIENTS/FAMILIES for

appointments during the office hours of 4 p.m. to 8 p.m., Monday through Friday, and at least a four (4) hour period on Saturdays.

7.16.3.3 CONTRACTOR shall not provide services to a CLIENT/FAMILY under a separate agreement while providing the same services to the same CLIENT/FAMILY under this Contract.

7.16.3.4 CONTRACTOR shall not provide any type of transportation to CLIENTS/FAMILIES under this Contract.

8. FACILITIES

8.1 Services under this Contract shall be provided at the following locations:

[CONTRACTOR’s Name]

[Street Address]

[City, State, Zip Code]

8.2 CONTRACTOR shall provide facility(ies) for administering SAC Services. CONTRACTOR’s facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.

8.3 CONTRACTOR shall have a facility located in Orange County, California, where services shall be provided.

8.4 The facility must provide private room to ensure confidentiality is maintained for CLIENTS/FAMILIES.

8.5 Facility’s locations shall be preferably within 880 yards (1/2 mile) of a bus stop and other forms of affordable public transportation.

8.6 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY’s maximum obligation.

9. REPORTING REQUIREMENTS

9.1 CONTRACTOR shall provide, by the tenth (10th) calendar day of each month, a monthly statistical report for the preceding month, in a format approved by

ADMINISTRATOR. Data elements shall include, but not be limited to, the following:

- 9.1.1 Total number of new CLIENTS referred and the referral source;
- 9.1.2 Number of CLIENTS beginning SAC Services/Intake Interview;
- 9.1.3 Number of CLIENTS completing SAC Services, including:
 - 9.1.3.1 Number of CLIENTS completing SAC Services with achievement or improvement of goals;
 - 9.1.3.2 Number of CLIENTS completing SAC Services without achievement or improvement of goals;
- 9.1.4 Number of CLIENTS terminated and reasons for termination;
- 9.1.5 Number of active cases at the end of the month; and
- 9.1.6 Number of cases closed during the month.
- 9.2 Submit Monthly Referral Report for active CLIENTS receiving SAC Services to ADMINISTRATOR by the tenth (10th) calendar day of each month, for the preceding month, which shall include, but not be limited to, the following:
 - 9.2.1 Case name;
 - 9.2.2 Client's name(s);
 - 9.2.3 Date received;
 - 9.2.4 Language;
 - 9.2.5 Authorization number;
 - 9.2.6 Intake date;
 - 9.2.7 Total sessions completed; and
 - 9.2.8 Termination date.
- 9.3 If CLIENT displays unusual, aggressive, or high-risk behavior or there are any injuries during the service delivery, CONTRACTOR shall notify the ASW or the CFS Officer of the Day immediately by telephone, and submit a written Special Incident Report to ADMINISTRATOR within twenty-four (24) hours on a form approved by ADMINISTRATOR.

10. MEETINGS

- 10.1 CONTRACTOR shall attend CFT Meetings as described in Subparagraph 2.4 of this Attachment C, when requested by the ASW, and with prior written

authorization from ADMINISTRATOR.

10.2 CONTRACTOR shall attend Contractors' Forums as requested by ADMINISTRATOR.

11. UTILIZATION REVIEW (UR)

11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family case records. The review shall include, but is not limited to, an evaluation of the necessity and appropriateness of services provided, and length of services. Family cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

11.2 ADMINISTRATOR may conduct a Utilization Review at CONTRACTOR's facility referenced in Paragraph 8 of this Attachment C, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

11.3 In the event CONTRACTOR, ADMINISTRATOR and CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 41 of this Contract.

12. COMPENSATION

COUNTY does not guarantee CONTRACTOR any specified minimum number of referrals or minimum sum of money during the term of this Contract. CONTRACTOR agrees to provide services requested, as determined by COUNTY, at fees specified in this Contract, regardless of the quantity of referrals received.

12.1 Sexual Abuse Counseling Services Compensation

12.1.1 A maximum of one hundred (\$100) will be paid in arrears for the completed Intake Interview documented to be at least fifty (50) minutes in duration and inclusive of the intake and orientation process.

12.1.2 A rate of one hundred dollars (\$100) per counseling session for up to twenty

(20) sessions of service will be paid monthly in arrears for the following:

12.1.2.1 Individual counseling; and

12.1.2.2 Conjoint/Family counseling, regardless of the number of CLIENTS seen.

12.1.3 COUNTY will reimburse CONTRACTOR for all sessions completed not to exceed twenty (20) sessions during the period of up to six (6) months from the referral stamp date.

12.1.3.1 CONTRACTOR will not be eligible to receive compensation for inactive referrals, including reimbursement for any services provided at any time prior to or after the referral has become inactive.

12.1.4 Extensions: When approved extensions are on file with RDM, COUNTY will reimburse CONTRACTOR for any of the ten (10) extended sessions completed beyond the initial twenty (20) sessions.

12.1.5 Groups: CONTRACTOR shall be paid monthly in arrears fifteen dollars (\$15) per CLIENT per GC session.

12.1.5.1 CONTRACTOR's schedule for GC sessions must always facilitate attendance by at least two (2) CLIENTS.

12.1.5.2 In the event that only one (1) CLIENT is present for a pre-scheduled GC session, CONTRACTOR shall allow a one-time courtesy individual counseling session to that CLIENT for no more than fifty (50) minutes and CONTRACTOR shall bill at the rate of one hundred dollars (\$100).

12.1.6 CONTRACTOR shall submit Receipt for Services (RFS) form with the monthly invoice for compensation.

12.1.7 All claims must be accompanied by properly completed RFS form(s), for each referral claimed, signed by the CONTRACTOR and all adult CLIENTS receiving services. The parent/caregiver or other responsible adult present at the session must sign and date on behalf of minors receiving services under this Contract. If a minor CLIENT receives services unaccompanied by an adult, CONTRACTOR shall indicate ("mi") next to

the minor CLIENT's name. Exceptions due to special circumstances shall be evaluated and approved by RDM.

12.1.8 Specialized Services: A rate of seventy-five (\$75) dollars per hour will be paid for authorized court-ordered services, including:

12.1.8.1 Actual time spent in Juvenile Court, on an active case, and travel time to and from Provider's office location; and

12.1.8.2 Actual time spent in a CFT Meeting, and travel time to and from Provider's office location.

12.1.8.3 CONTRACTOR shall obtain prior authorization from RDM prior to billing for Specialized Services on a form approved by ADMINISTRATOR.

12.1.8.4 CONTRACTOR shall provide documentation pertaining to Specialized Services as requested by ADMINISTRATOR.

12.1.9 Court Letter: Fifteen dollars (\$15) will be paid for each court letter pre-authorized by RDM.

13. STAFFING REQUIREMENTS

13.1 CONTRACTOR shall provide counselors who have expertise or specialization in the treatment of the following groups: sibling perpetrators, adolescent perpetrators, female perpetrators, male perpetrators, female victims, male victims, non-offending parents or parties, victims of human trafficking, perpetrators of human trafficking, or groups treating various degrees of sexual abuse victimization.

13.2 CONTRACTOR shall provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If CLIENT/FAMILY contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that all CLIENT(s)/FAMILY(ies) are provided services in their primary language.

13.3 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the client population. CONTRACTOR shall

employ staff with the background, training, and experience to provide Counseling Services.

13.4 CONTRACTOR shall provide the following described staff positions:

13.4.1 Clinical Director/Licensed Counselor

Minimum Qualifications

13.4.1.1 Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT), Licensed Professional Clinical Counselor (LPCC), or Licensed Clinical Psychologist;

13.4.1.2 Two (2) years of combined related work experience in the areas of family counseling, child abuse treatment, trauma informed practice, and clinical supervision experience; and

13.4.1.3 Thirty (30) hours of child abuse training.

Duties

13.4.1.4 Must provide supervision to Counselors and/or Registered Interns.

13.4.2 Counselor

Minimum Qualifications

13.4.2.1 Master's degree in psychology or social work; and

13.4.2.2 One (1) year of experience in clinical or therapeutic setting providing direct services in human services field.

Duties

13.4.2.3 Must be supervised by Clinical Director/Licensed Counselor.

13.4.3 Registered Intern/Associate

Minimum Qualifications

13.4.3.1 Master's degree in psychology or social work, and requiring clinical supervision by licensed staff to apply for licensure either as an LCSW, MFT, LPCC or Clinical Psychologist;

13.4.3.2 Two (2) years of work experience in the human services field; and

13.4.3.3 State of California Board of Behavioral Sciences (BBS) registered LCSW intern, registered Associate MFT, registered Associate Professional Clinical Counselor or registered Psychology Assistant.

Duties

13.4.3.4 Must be supervised by Clinical Director/Licensed Counselor.

13.5 Supervision

13.5.1 Clinical Director/Licensed Counselor shall provide a minimum of one (1) hour of individual supervision per week and two (2) hours of group supervision per month to direct SAC Services staff.

13.6 Second Language Capabilities

13.6.1 Counseling Services shall be available in English, Spanish, and Vietnamese. CONTRACTOR shall:

13.6.1.1 Ensure a minimum of forty percent (40%) of SAC Services staff is bilingual and proficient in English and Spanish or as approved by ADMINISTRATOR. If CONTRACTOR has more than one (1) service location, the bilingual Spanish staff shall be assigned to all service locations as needed;

13.6.1.2 Ensure a minimum of ten percent (10%) of SAC Services staff is bilingual in English and Vietnamese, or as needed. If CONTRACTOR has more than one (1) service location, the bilingual Vietnamese staff shall be assigned to all service locations as needed;

13.6.1.3 Make reasonable efforts in hiring and retaining SAC Services staff who are proficient in other languages to meet the needs of the population to be served as determined by ADMINISTRATOR; and

13.6.1.4 Present language proficiency verification to ADMINISTRATOR upon request.

14. TRAINING

14.1 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.

14.2 CONTRACTOR shall be required to attend a seven (7) hour orientation conducted by SSA, prior to the receipt of any referrals from ADMINISTRATOR.

14.3 ADMINISTRATOR may require CONTRACTOR to attend subsequent trainings

if ADMINISTRATOR determines additional trainings are needed to provide services to CLIENTS or to complete monthly paperwork sufficiently, which may be presented or sponsored by COUNTY, or other training entities.

- 14.4 CONTRACTOR shall ensure SAC Services staff licensed by the State of California as a MFT, LCSW, or LPCC shall complete continuing education hours, as determined by the BBS, maintain a valid and current license and remain in good standing during the term of the Contract.
- 14.5 CONTRACTOR shall ensure SAC Services staff licensed by the State of California as a Clinical Psychologist shall maintain the continuing education requirements of the California Board of Psychology, maintain a valid and current license, and remain in good standing during the term of the Contract.
- 14.6 CONTRACTOR shall ensure SAC Services staff complete additional continuing education courses that meet the qualifications of the BBS or the California Board of Psychology when ADMINISTRATOR determines additional training is required to provide services to CLIENTS. Required courses shall include, but are not limited to, training in child abuse/neglect, chemical/substance abuse, domestic violence and legal/ethical issues, and trauma-informed practice.
- 14.7 CONTRACTOR shall ensure direct service staff complete the following trainings:
 - 14.7.1 An initial six (6) hour training on child abuse/neglect and an initial six (6) hour training course on spousal/partner abuse/domestic violence issues within six (6) months of hire date.
 - 14.7.2 A refresher six (6) hour training on child abuse/neglect and a refresher six (6) hour training on spousal/partner abuse/domestic violence issues within three (3) years of completing initial training courses referenced in Subparagraph 14.2.
- 14.8 COUNTY will not be responsible for any training, continuing education, or licensure expenses incurred by CONTRACTOR, throughout the term of this Contract.
15. QUALITY ASSURANCE/QUALITY CONTROL
 - 15.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, to monitor the level of program service and quality. The

Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

- 15.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
- 15.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 15.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
- 15.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

Attachment D

County of Orange Information Technology Security Provisions

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. **County of Orange Information Technology Security Guidelines:** County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all [County of Orange Information Technology Security Guidelines](#) ("Security Guidelines"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Guidelines shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Guidelines include, but are not limited to this Attachment.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
3. **Information Access:** Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. **Data Security Requirements:** Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data, Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of

Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
6. **General Security Guidelines:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.
 - a) **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor

shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

- b) **Contractor and the use of Email:** Contractor, including Contractor's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor's employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor's performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

7. **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
8. **Security Breach Notification:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making

available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

County of Orange
Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868
714-541-7785
Karen.Vu@ssa.ocgov.com

- 9. Security Audits:** Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup,

disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high

availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.